REQUEST FOR PROPOSAL
FOR
RAPID APPLICATION DEVELOPMENT PLATFORM

National Bank for Agriculture and Rural Development (NABARD)
Department of Information Technology
5th Floor, 'C' Wing C-24, 'G' Block
Bandra Kurla Complex, Bandra (East).
Mumbai - 400051.
Maharashtra.
Ph: 022-26539690

Important Disclaimer:
This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for the Hyper Converged Infrastructure solution for the Software Defined Data Centre. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.
Rapid Application Development platform

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Rapid Application Development platform

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<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>AMC</td>
<td>Annual Maintenance Contract</td>
</tr>
<tr>
<td>2.</td>
<td>BOM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>3.</td>
<td>CVC</td>
<td>Central Vigilance Commission</td>
</tr>
<tr>
<td>4.</td>
<td>DC</td>
<td>Bank’s Data Centre</td>
</tr>
<tr>
<td>5.</td>
<td>DD</td>
<td>Demand Draft</td>
</tr>
<tr>
<td>6.</td>
<td>DIT</td>
<td>Department of Information Technology</td>
</tr>
<tr>
<td>7.</td>
<td>DR</td>
<td>Disaster Recovery</td>
</tr>
<tr>
<td>8.</td>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>9.</td>
<td>NABARD</td>
<td>National Bank for Agriculture and Rural Development</td>
</tr>
<tr>
<td>10.</td>
<td>BIDDER</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>11.</td>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td>12.</td>
<td>RFP / Rfp</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>13.</td>
<td>RADP</td>
<td>Rapid application Development Platform</td>
</tr>
<tr>
<td>14.</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>15.</td>
<td>SI</td>
<td>System Integrator</td>
</tr>
<tr>
<td>16.</td>
<td>CLMAS</td>
<td>Centralised Loan Management &amp; Accounting System</td>
</tr>
<tr>
<td>17.</td>
<td>ENSURE</td>
<td>Electronic Submission of Returns</td>
</tr>
<tr>
<td>18.</td>
<td>ECM</td>
<td>Enterprise Content Management</td>
</tr>
<tr>
<td>19.</td>
<td>HRMS</td>
<td>Human Resources Management System</td>
</tr>
<tr>
<td>20.</td>
<td>HCI</td>
<td>Human-computer interaction</td>
</tr>
<tr>
<td>21.</td>
<td>LAMP</td>
<td>Linux, Apache, MySQL and PHP</td>
</tr>
<tr>
<td>22.</td>
<td>LDAP</td>
<td>Lightweight Directory Access Protocol</td>
</tr>
<tr>
<td>23.</td>
<td>HTTP</td>
<td>Hypertext Transfer Protocol</td>
</tr>
<tr>
<td>24.</td>
<td>SSL</td>
<td>Secure Sockets Layer</td>
</tr>
<tr>
<td>25.</td>
<td>OWASP</td>
<td>Open Web Application Security Project</td>
</tr>
<tr>
<td>26.</td>
<td>GPS</td>
<td>Global positioning system</td>
</tr>
<tr>
<td>No.</td>
<td>Acronym</td>
<td>Full Form</td>
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<tr>
<td>------</td>
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</tr>
<tr>
<td>27.</td>
<td>WYSIWYG</td>
<td>what you see is what you get</td>
</tr>
<tr>
<td>28.</td>
<td>BPM</td>
<td>Business process management</td>
</tr>
<tr>
<td>29.</td>
<td>BPMN</td>
<td>Business Process Modelling Notation</td>
</tr>
<tr>
<td>30.</td>
<td>SEO</td>
<td>Search Engine Optimisation</td>
</tr>
<tr>
<td>31.</td>
<td>AJAX</td>
<td>Asynchronous JavaScript and XML</td>
</tr>
<tr>
<td>32.</td>
<td>XML</td>
<td>Extensible mark-up language</td>
</tr>
<tr>
<td>33.</td>
<td>DB</td>
<td>Database</td>
</tr>
<tr>
<td>34.</td>
<td>KPI</td>
<td>Key Performance Indicators</td>
</tr>
<tr>
<td>35.</td>
<td>ODBC</td>
<td>Open Database Connectivity</td>
</tr>
<tr>
<td>36.</td>
<td>JDBC</td>
<td>Java Database Connectivity</td>
</tr>
<tr>
<td>37.</td>
<td>SQL</td>
<td>Structured Query language</td>
</tr>
<tr>
<td>38.</td>
<td>DDL</td>
<td>Data Definition Language</td>
</tr>
</tbody>
</table>
### Tender Schedule

<table>
<thead>
<tr>
<th>Tender Reference No and Date</th>
<th>No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tender For</strong></td>
<td><strong>Rapid Application Development Platform</strong></td>
</tr>
<tr>
<td><strong>Cost of RFP (Non-Refundable)</strong></td>
<td>No cost will be charged for the tender document downloaded by the bidders. Rs.1000/- (Rupees One Thousand Only) in the form of DD in favour of NABARD payable at Mumbai should be deposited if Hard Copy is to be supplied.</td>
</tr>
<tr>
<td><strong>Earnest Money Deposit (Refundable)</strong></td>
<td>Remittance of Rs. 50,000/- (Rupees Fifty Thousand Only) to NABARD’s Account No. 055505000552 with ICICI Bank, BKC Branch (Branch Code 0555) IFSC ICIC0000555. The UTR No for this transaction has to be indicated in the Bid Document.  <strong>OR</strong> Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-M.</td>
</tr>
<tr>
<td><strong>Date of Issue of RFP</strong></td>
<td>4th February 2020</td>
</tr>
<tr>
<td><strong>Last date for submission of pre-Bid queries</strong></td>
<td>10th February 2020 at 05.00 pm</td>
</tr>
<tr>
<td><strong>Date of Pre-Bid Meeting</strong></td>
<td>11th February 2020 at 11.00 am</td>
</tr>
<tr>
<td><strong>Last date &amp; time for submission of Bid</strong></td>
<td>Up to 1500 hrs. of 25th February 2020</td>
</tr>
<tr>
<td><strong>Opening of Technical Bid</strong></td>
<td>Will be intimated to shortlisted bidders later.</td>
</tr>
</tbody>
</table>
Rapid Application Development platform

| Address for submission of Tenders | The Chief General Manager  
Department of Information Technology  
National Bank for Agriculture and Rural Development  
Head Office, 5th Floor, C Wing, C-24, “G” Block  
Bandra Kurla Complex, Bandra East, Mumbai- 400051 |
|-----------------------------------|--------------------------------------------------|
| Contact Numbers                   | 1. Shri V Sundararaman, DGM 022-26539701  
2. Shri Sashi Kumar B, AM 022-26539672 |
| Email                             | sashi.kb@nabard.org /cc: dit@nabard.org |
| No. of envelopes (Non-window, sealed) to be submitted | Two (2) Envelopes  
Sealed Envelope 1 - Technical Bid + Cost for RFP Document  
+ EMD (DD/BG) + Documents as per Check List (Annexure-X)  
+ Masked Commercial Bid (containing only the Bill of Material and NOT the Costs)  
Sealed Envelope 2 containing Commercial Bid |

Note: -

1. Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. If any bidder requires any clarification on this RFP, they may notify the Bank in writing or by email at the Bank’s mailing address indicated in the RFP. Bidders should notify the Bank of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries.
2. Bank makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
3. All costs and expenses (whether in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by Bank, will be borne entirely and exclusively by the bidders.
4. The bidders must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
5. All bids (Technical & Commercial) must be submitted at the same time, giving full details, in separate sealed envelopes at the Bank’s address within the time-period specified above.
6. The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
7. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
8. Bids will be opened in the presence of bidders’ representatives who choose to attend on the bid opening date. No separate intimation will be provided in this regard to the bidders for deputing their representatives. However, the date and time for

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opening of Commercial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the bidder, authorizing him to represent and attend the bid opening on behalf of the bidder. The format of the authorization letter is given in Annexure-B.

9. The Bank reserves the right to change the dates mentioned above or in the RFP, which would be communicated through the Bank’s web site.

10. Non-enclosure of Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid.

11. The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/to be issued from time to time pertaining to the work covered under this RFP.

12. No binding legal relationship will exist between any of the bidder and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

13. All Invoices, Licenses should be made in the name of CGM, DIT, NABARD, HO, Mumbai with official email ID as sashi.kb@nabard.org /cc: dit@nabard.org

14. Public Procurement Policy on Micro and Small Enterprises (MSEs):
   a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
   b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).
   c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE’s may approach the tender inviting authority to resolve their grievances.
   d) Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.
   e) The bidder to note that, in the current RFP splitting of order is not applicable.

Instructions for Bidders

1. Request for Additional Information
   A. Bidders are required to direct all communications for any clarification related to this RFP, to the Designated NABARD officials and must communicate the same in writing.
   B. All queries relating to the RFP, technical or otherwise, must be in writing only via electronic mail. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Bidder in the manner specified.
   C. However, NABARD will not answer any communication reaching the Bank later than the prescribed date and time.
2. **Rejection / Acceptance of Bid**
   The Bank reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

3. **Cancellation of Bid**
   The Bank reserves right to re-issue/re-commence the entire bid process and or any part in case of any anomaly, irregularity or discrepancy in regard thereof without assigning any reason whatsoever, at the sole discretion of the Bank. Any decision in this regard shall be final, conclusive and binding on the bidder.

3. **Period of Validity of Bids**
   **Validity Period**: Bids shall remain valid for 180 days from the last date specified for submission of bids in this RFP. The Bank holds the rights to reject a bid valid for a period shorter than 180 days.

   **Extension of Period of Validity**: In exceptional circumstances, the Bank may solicit the Bidder’s consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable.

4. **Who can submit the bid?**
   A. The bidder only shall submit the bid. The eligibility of the bidder will be decided as per the parameters provided in [Annexure-J](#). The term bidder used in this RFP refers to the entity who has submitted the bid.
   B. One bidder cannot submit more than one bid. In case the bidder submits more than one bid, all the bids will be rejected.
   C. The bidder is responsible to carry out the entire end-to-end implementation of the software solution as per the scope of work specified in this RFP.
   D. Two bidders shall not collaborate with each other to bid jointly for this project.
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Chapter-1

1. Introduction

National Bank for Agriculture and Rural Development is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as “NABARD” or “the Bank”) having its Head Office at Plot No. C-24,‘G’ Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments and other setups in different cities across the country. Detailed information regarding the functions of the Bank are provided on the website – www.nabard.org

This Request for Proposal document (“RFP document” or “RFP”) has been prepared solely for enabling the Bank to set up a Rapid Application Development Platform.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of a selection process and appropriate documentation being agreed between the Bank and any successful bidder as identified by the Bank after completion of the selection process.

Bid submission, queries and all other terms and conditions are detailed in the following sections of this document. Address for communication is as given in the cover page unless otherwise expressed specifically in any part of this document for a specific requirement.

The Request for Proposal (RFP) may be read in its entirety. Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. The Bank shall not be liable for any omissions on the part of any bidder. The terms and conditions of the RFP encompass all the terms and conditions mentioned in this document. The contents of this document are listed in the Table of Contents.

2. Information Provided

The Request for Proposal document contains statements derived from information that is relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter into a contract or arrangement with the Bank.

3. Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”), i.e., an Indian firm /Company/Society registered in India and no one else.

4. Confidentiality

The RFP document is confidential and shall not be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
document provided to the Recipient based on undertaking of confidentiality to be given by the Recipient to the Bank (as per Annexure K). The Bank may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of Bank except for bidding purposes.

5. Costs to be borne by Bidders
All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Bank, shall be borne entirely and exclusively by the bidders.

6. No Legal Relationship
No binding legal relationship shall exist between any of the bidders and the Bank until the execution of a contractual agreement.

7. Bidders obligation to inform himself/ herself
The bidder shall conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

8. Evaluation of Offers
Each bidder acknowledges and accepts that the Bank may in its absolute discretion; apply selection criteria specified in the document for evaluation of proposals for shortlisting / selecting one eligible Consultant / Consulting Agency.

9. Errors and Omissions
Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this RFP document.

10. Bid submission Terms
The RFP response document submission shall be undertaken as under:
1. No. of Envelopes (Non-window, sealed) to be submitted: Two (2)
2. First Envelope to contain Technical Bid
3. Second Envelope to contain: Commercial Bid – (1 bid only).
4. All copies of RFP and attachments to be submitted in a sealed envelope.
5. The documents may be submitted to NABARD at the following address:
   The Chief General Manager,
   Department of Information Technology,
   5th Floor, C Wing, NABARD, Head Office,
   C-24, G-Block, Bandra - Kurla Complex
   Mumbai 400051
6. Copies of the RFP response may be submitted in the manner prescribed before the closing date and time as mentioned in Tender Schedule of the RFP;
7. Faxed copies of any document are not acceptable and shall result in rejection of bid by the Bank;

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8. All submissions, including any enclosed documents, shall become the property of the Bank. Bidders shall be deemed to license, and grant all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for processing of RFP response, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

9. The bidder shall be required to submit an Earnest Money Deposit of Rs.50,000/- (Rupees Fifty Thousand Only) by way of a separate Bankers Cheque/Demand Draft/Pay Order favouring National Bank for Agriculture and Rural Development, payable in Mumbai, which, must be submitted separately along with the RFP response. Alternatively, bidder can also submit a Bank Guarantee in lieu of EMD (Annexure-M) issued by Scheduled Commercial Bank valid for 180 days from the date of opening of tender. The Earnest Money Deposit shall be refunded to all bidders except the one finally selected for award of the contract. The selected successful bidder shall be required to enter into an agreement with the Bank with respect to award of contract in which case the Earnest Money Deposit shall be adjusted against the Performance Bank Guarantee. The Performance Bank Guarantee is to be submitted by the successful bidder in the format provided in Annexure-P. In case the selected bidder fails to enter into an Agreement of Contract within the stipulated date and as per stipulated terms and conditions, the Earnest Money Deposit shall be subject to forfeiture at the discretion of NABARD. No interest shall be payable by the Bank on the Earnest Money Deposit. The Application Money/Earnest Money Deposit instruments shall not be inserted in the envelope containing the RFP Response documents. The RFP document may be downloaded from the Bank’s website www.nabard.org. The RFP download declaration, as per Annexure-D is to be furnished by the bidder. The Bank reserves the right to change the requirements. However, any such changes will be posted on the NABARD’s website.

10. Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the Bank’s email ID within the stipulated date and time. Any clarifications to queries raised by bidders or any change in requirement, shall be posted on the Bank’s Website. Bidders may ensure that such clarifications / changes have been considered by them before submitting bids. The Bank shall not be liable for omission, if any, on the part of the bidder. In case of any clarification required by the Bank to assist in the examination, evaluation and comparison of bids, the Bank may, at its discretion, seek clarification from the bidder. The response / clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

11. All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.

12. Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.

13. No bidder shall be allowed to withdraw the bid once submitted.

14. The Bank reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
15. The Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

11. Bid Validity Period
The proposal must remain valid and open for evaluation according to the terms for a period of at least 180 days from the time the RFP closes on the deadline for lodgement of RFP.

12. Acceptance of Terms
A bidder shall, by responding to the Bank for RFP, be deemed to have accepted the terms and conditions indicated in this RFP.

The Bank shall not answer any new query received from bidders after the conduct of the pre-bid meeting. However, the Bank may, in its absolute discretion, seek additional information or material from any bidder/s after the RFP closes and all such information and material provided must be taken to form part of that bidder’s response. Bidders shall provide details of their Fax Number, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

In case the Bank, in its absolute discretion, deems that the originator of the question shall gain an advantage by a response to a question, then the Bank reserves the right to communicate such response to all bidders.

13. Notification
The Bank shall notify bidders as soon as practicable about outcome of the RFP. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

14. Disqualification
Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.

15. Disclaimer
Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents, or advisers.
Rapid Application Development platform

Chapter 2
Scope of Work

NABARD proposes to establish a Rapid Application Development Platform (RADP) to enable it to develop applications for Web and Mobile/Tab (iOS and Android) in quick time. NABARD proposes to acquire a hybrid platform for deployment in-premise with license for unlimited number of applications. The solution should include a minimum of 5-developer licenses. The solution requirement at a broad level is given below:

<table>
<thead>
<tr>
<th>Umbrella Application or Project/Department application</th>
<th>Application Development</th>
<th>Application Maintenance</th>
<th>Application Administration</th>
<th>Application Analytics</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDE</td>
<td>Integration Adopters</td>
<td>Security Controls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Development Platform</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Hardware:

The platform should be deployable on the NUTANIX platform with Acropolis Hypervisor(AHV). NABARD would provision the required virtual machines and storage on the NUTANIX HCI platform. The bidder may indicate the required hardware sizing as in the Annexure V provided below.

The important features required on the rapid application development platform is enumerated below:

**High-Productivity Development Environment:** Platform to provide a high-productivity environment leveraging an end-to-end development approach with impact analysis capabilities, fostering rapid change without risk.

**Design Capabilities for Smartphones, Tablets and WEB Interfaces:** Platform to offer a web interface designer that gives you the flexibility to create great-looking web, mobile web and responsive applications

**Creation of Hybrid Mobile Applications (Hybrid Environment):** Platform to have the ability to develop/deploy native applications (iOS, Android, Windows) for publishing on

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app stores and integrate with device-specific capabilities. The BIDDER should provide upgrades to the platform for development/deployment on any emerging new OS.

Business Processes: Provide business process design, execution, and monitoring and management capabilities, including workflow management capabilities using relevant tools.

Flexible Integration Model with Automation: Platform to provide a flexible integration model for the creation of integration logic with custom code (e.g., with .Net or Java code). Platform to provide automation for the most common integration scenarios (namely, consume / expose web services and integration with external databases).

1. Automated Deployment and Staging: Platform to provide mechanisms to stage whole applications / solutions between production and testing environments. It should give the necessary control and validations to reduce the risk of a production deployment

2. Interfacing with Major Platforms: Capable to interface with systems like Data Analytics environment etc., for generating graphical reports with reusable features to drill down capabilities from multiple sources or from a single Data Warehouse

3. Extensibility: Platform should be able to go beyond the built-in capabilities of the software or adapt the built-in capabilities to specific needs.

Technology & Integration

1. Tech-stack: Accommodate current LAMP stack of NABARD for both front-end and back-end development. The technology expertise required by the developer includes preferably AngularJS, NodeJS and similar technologies like ReactJS and ReactNative.

2. Fit for Large / Reusable / Maintainable Architectures: Platform to provide the capabilities to create well-behaved solution architectures that are composed of several self-contained functional modules that expose services among one another. The platform to provide the tools to easily explore the available catalogue of services and control dependencies across modules.

3. No Technology Lock-In: The customer has the option of stopping platform use in the future without losing applications and the ability to maintain them.

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4. **High-Performance and High-Availability Applications Running on Standard Stacks:** The solution to support proven standard technology stacks and not depend on proprietary technology.

5. **Integration with Legacy Systems:** Should be able to interface with Legacy in-house applications like Core Banking Solution, Data Collector, HRMS etc.

6. **Integration of 3rd Party Applications:** Platform should be capable of hosting various applications, including 3rd Party solutions, with required integration.

7. **Support for Building Interactive and Usable Interfaces:** The platform to provide mechanisms to allow interfaces to be designed iteratively targeting high usability with default appealing UIs.

8. **Micro Services:** Should be capable of developing and hosting micro-services for the use of building various Applications and deploying with ease using Drag and Drop facilities.

9. **File Formats:** Should be able to support multiple data formats/attachments, like excel, word, pdf, JPG etc. for uploading and retrieving. Platform should be capable of handling rich text.

**Security**

1. **Enterprise-Grade Security:** The platform should provide a robust security framework and a code generation engine that guarantees that there are no severe security flaws (OWASP top 10 compliant) in the generated application.

2. **Centralized Security Governance, Operations, Auditing and Troubleshooting:** The platform should provide integrated Security Governance, Operations, Auditing and Troubleshooting capabilities including VAPT assessment using native or third party tools.

3. **Data Protection:** All data in various applications and available in the platform should be secured for any kind of loss.

**Performance**

1. **Performance Monitoring and Troubleshooting:** The platform to make available, insights and trends on how applications are performing from the user
Rapid Application Development platform

point of view and collect detailed performance data to allow effective troubleshooting of performance issues. Any application downtime should be intimated to the operations manager or identified stakeholders through email or SMS alerts.

2. **Cloud, On-premises or Hybrid Deployment Options:** The platform should be deployable on-premises in the data centre of NABARD. However the platform should be deployable on cloud or in a hybrid model.

3. **Cloud Elasticity Capabilities:** The platform to make available elastic capabilities that allows for easy scalability of infrastructure.

4. **Collaboration capabilities for multiple developers:** Platform to include mechanisms for developers to collaborate effectively, across locations.

5. **Version Control:** Platform to provide ability to control module versions and application versions, deal with development conflicts via effective compare, and merge tools.

**Others**

1. **Usage by other stakeholders:** Provision for viewing status of data at various stages in the workflow to be available as per the permitted user levels.

2. **Low latency usage:** Applications should be responsive for online or offline submissions and at low-bandwidth availability especially mobile applications.

3. **Developer Ramp-up:** It should be easy for developers to ramp-up quickly in the technology.

4. **Support:** The Bidder should support bank in-house team for development, maintenance and support of applications.

**Deliverables**

1. Rapid Application development platform with unlimited application development/deployment license

2. Minimum five developer licenses

3. One On-site Platform Operations Manager for all operations, maintenance, troubleshooting, platform upgrade, interface with other applications and other day-to-day activities for one year.

4. Three On-site resource persons for 1 year for developing/deploying applications of various departments of NABARD.
5. Training on Platform Management, Deployment & Upgradation, etc., for 10 working days on usage/management of platform for five resource persons of NABARD.

6. Provision for training NABARD resource persons on application development/deployment on the platform on a periodical basis i.e. 10 days every six months for three years.

Chapter 3

Criteria for Evaluation of Bids
The broad criteria for evaluation of the bids would be as follows:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Item</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Technical Evaluation</td>
<td>70%</td>
</tr>
<tr>
<td>2</td>
<td>Commercial Bid</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

3.1 The evaluation process will include:

i. Technical evaluation of RFP response, which include scrutiny of proposal to ensure that the Vendor/Bidder meets the eligibility criteria, has implementation experience, solution offered complies with functional & technical specifications, etc.

ii. Such bidder which do not qualify the “Must Have” criteria as indicated in Technical Bid Form i.e. Annexure-N, their bids will be summarily rejected and will not be commercially evaluated.

iii. The Commercial Bid of the technically qualified Vendors/Bidders will be opened on the date and time to be notified later.

iv. The work order will be issued to the L1 vendor. The successful bidder shall acknowledge the receipt of the work order within 02 days from the date of work order and shall thereby confirm their acceptance of the work order in its entirety without exceptions by returning duplicate copy of work order duly signed and stamped in token of their acceptance. The bidder should start working on the project within 05 days of the acceptance of the work order failing
which NABARD reserve the right to forfeit EMD amount from the successful bidder.

v. The final decision regarding selection of Vendor/Bidder will be taken by NABARD.

vi. The implementation of the project will commence upon successful signing of a contract between NABARD and the selected Vendor/Bidder. NABARD reserves the right to reject any or all proposals fully or partially. Similarly, NABARD reserves the right to include or not to include any Vendor/Bidder in the final short-list.

3.2 Technical Evaluation
The technical evaluation will be done based on the parameter and weightage mentioned below:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Evaluation Criteria</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Company profile</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Financials</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Implementation Experience (Successfully completed)</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Technical Capability (As per the technical specs detailed in “Technical Parameters” as mentioned in Annexure - N)</td>
<td>70</td>
</tr>
<tr>
<td>5</td>
<td>Feedback from reference clients</td>
<td>10</td>
</tr>
<tr>
<td>6</td>
<td>Technical Presentation</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total Possible Score</strong></td>
<td><strong>120</strong></td>
</tr>
</tbody>
</table>

Formula for technical scoring would be as follows:

\[
\text{Bidder's Technical Score} \times \text{Weight} = \text{Total Possible Score}
\]

Bid which does not obtain at least 70% of the maximum score in technical assessment, will not be admitted to the next stage (Commercial Evaluation) of the evaluation procedure.

The Technical Bid Form is provided in Annexure-N.
3.3 Commercial Evaluation
The Commercial Evaluation will be done as per the format provided in Annexure –O.

Formula for Commercial Evaluation would be as follows:

\[
\text{Bidder’s Price} \times \text{Weight} = \frac{\text{Lowest Price}}{\text{Total Possible Score}} \times \text{Weight} + \frac{\text{Lowest Bid}}{\text{Bidder’s Price}} \times \text{Weight}
\]

**Lowest Bid:** Lowest Bid will be awarded out of all qualified technical bidders.

**Bidder’s Price:** Price submitted by respective bidder.

3.4 Total Score
After completing financial assessment total scores would be calculated by summing above two (2) scores (technical and commercial, weighted appropriately)

One example has been provided in Appendix – I for reference.
Chapter -4

4.1 Service Level Requirements

1. The supplier should provide 24x7 Support through Email and Phone without any additional cost to bank and as and when required.

2. Bidder will provide on-site support for addressing Software/application related issues, if required by the Bank.

3. Platform Uptime of the solution should be 99.9% on quarterly basis. Partial or full unavailability of the application shall be treated as downtime. Any downtime of the platform should be rectified within four hours of notification. Bank reserves the right to impart penalty on the Supplier for having an Uptime of less than 99.9% as per the rates given in the below table:

<table>
<thead>
<tr>
<th>Service Level</th>
<th>Penalty (% of Quarterly Costs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% and above</td>
<td>NA</td>
</tr>
<tr>
<td>98% to 99.9%</td>
<td>5%</td>
</tr>
<tr>
<td>95% to 97.99%</td>
<td>8%</td>
</tr>
<tr>
<td>Less than 90%</td>
<td>15%</td>
</tr>
</tbody>
</table>

4. The Solutions for vulnerabilities identified by OEM should be provided with first response within 24 hours for critical vulnerabilities. For all other vulnerabilities, first response followed with solution should be provided within a maximum of 72 hours.

5. Penalties for not maintaining the desired service levels in case of resolution of issues raised through ticketing tool:

The issues would be treated as either critical or non-critical as indicated below:
## Level | Criteria | Indicative list of issues
--- | --- | ---
Critical | The identified issue has material business impact and needs to be resolved immediately. This level would typically correspond to issues that result into disruption of most or critical services. | Issues pertaining to implementation of policies / Solution not being able to prevent zero day attacks and other vulnerabilities
Non-Critical | The identified issues have almost zero impact in terms of business. However, issue needs the attention of SI and shall be fixed on lesser priority. | Issues in registering tickets on ticketing tool / console of the solution

<table>
<thead>
<tr>
<th>Level</th>
<th>Resolution/ Mitigation Time</th>
</tr>
</thead>
</table>
| Critical | • Response Time – within 30 minutes  
• Resolution Time – within 1 hour |
| Non-Critical | • Response Time – within 1 working day  
• Resolution Time – within 2 working days |

Based on the criticality of the incidents, the bidder will have to resolve the incidents as per the response times for different levels of severity indicated in the table given below.

<table>
<thead>
<tr>
<th>Category</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Rs.2,000/- for every 2 hours of delay</td>
</tr>
<tr>
<td>Non-Critical</td>
<td>Rs.1,000/- for every 4 hours of delay</td>
</tr>
</tbody>
</table>

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Total of such penalties shall not exceed
i) 10% of platform cost.
ii) Total Support cost for 4 years.

6. Successful Bidder has to provide Escalation Matrix for incidents as per Annexure-R, and any change in designation. Substitution of individuals must be informed to the bank immediately.

7. **Support Lines**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Support through Telephone and Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support during Business Operation Hours of NABARD 8 AM to 8 PM (Monday to Friday)</td>
<td>Leave an email /SMS after regular business hours. All calls would be returned the following business day by 8 AM.</td>
</tr>
<tr>
<td>Support after Business Operation Hours of NABARD</td>
<td>Scope &amp; schedule to be agreed mutually with NABARD’s Operations Team.</td>
</tr>
<tr>
<td>Time when scheduled maintenance will be performed</td>
<td>-----------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

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Chapter -5

Delivery and Payment Schedule

5.1 Expected Delivery Schedule
1. The bidder will return the duly signed duplicate copy of the Purchase order within 5 days from the date of purchase order.
2. All Schedules will be calculated from the Zero Date i.e. Date of issue of Purchase Order.
3. The Signing of contract should be completed within 15 days of Purchase Order.
4. The RADP platform should be deployed within 30 days of issue of Purchase Order.
5. The platform to be delivered in 30 days. For every month of delay attributable to the SUPPLIER beyond 1 month, a penalty @10% of the order value may be imposed.
6. Bidder shall supply and install the platform at the addresses given below:

| DC Site Address | Department of Information Technology  
|-----------------|--------------------------------------|
| National Bank for Agriculture and Rural Development  
| Head Office, 5th Floor, C Wing, C-24, “G” Block  
| Bandra-Kurla Complex, Bandra East, Mumbai- 400051 |

5.2 Payment terms
1. Within Fifteen (15) days of the receipt of Purchase Order from NABARD, the successful Bidder shall furnish the Performance Bank Guarantee, issued by a Scheduled Commercial Bank in India, for 10% of the cost of the Platform(item No. of the Commercial Bid) valid for the Project Period of 5 years & 6 months (1-year warranty + 4 years support + 6 months claim period). Failure to submit the PBG within 15 days may lead to cancellation of the Purchase Order and forfeiture of EMD/Bid Security.
2. No payment shall be made to the vendor until Performance BG is submitted and duly verified with the Issuing Bank by NABARD.
3. Bids shall be quoted, and payment shall be made, in Indian Rupees only for the services
4. The bids shall be quoted exclusive of GST. The GST should be indicated separately as per the Commercial Bid Form.
5. The supplier may raise invoices for the Developer and Operations Manager at the end of every month in arrears. The invoice for the training may be raised after the completion of each batch of training.
6. NABARD will make payment for the licenses, and support under this RFP as per details given below:

Cost of Licenses:

a) 50% after the configuration and implementation of the platform.
b) 40% after the GO Live stage of the platform.
c) Final 10% after complete training is provided on the Application platform.

7. NABARD will make this payment against testing and proof of implementation reports after scrutinization of invoices.

8. The support cost shall be paid by NABARD on quarterly basis at the end of each quarter on the basis of invoices raised by the Vendor/Bidder.

9. In case of support-cost, the bank shall only make pro-rated payments for the actual time of service provided, after discounting any penalties that may be imposed on the supplier for breach of any contract terms.

10. No additional payment apart from the tender bid value will be done under any circumstances.

11. All payments will be made by adopting electronic clearing system and electronic fund transfer.

12. Bidder to provide complete bill of materials as per BoM format indicated in Appendix – II.

13. Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant laws.

4.4 Documents to be submitted

1. Delivery of Software Paper Licenses.
2. Installation Note and successful working of software, signed by NABARD Officer with the name of the official, designation, stamp of office.

4.5 AMC Payment

AMC shall be paid in at the end of each quarter, after completion of warranty period and in arrears at the rates quoted in the BoM Annexure-O
6.1 Manufacturers Authorisation Form
In the case of a Bidder offering to supply goods/services under contract, which the Bidder did not manufacture or otherwise provide (not being an OEM), a separate "Manufacturers Authorization Form” on behalf of the OEMs should be enclosed along with the Technical Bid as per the format provided in Annexure-L. Proposals received without the Authorization letter/s will summarily be rejected.

ii. The bidder will also have to arrange for submission of an undertaking letter from OEM regarding the authenticity of the solution as per format provided in Annexure-Q.

6.2. Inspections and Tests
The Bank shall have the right to inspect and test the solution to confirm their conformity to the Technical specifications, in which the bidder will have to provide necessary support.

6.3. Bidder’s Obligations
i. The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

ii. The Bidder’s representative & local office at Mumbai will be the contact point for the Bank.

iii. The Bidder shall submit application-wise report on the performance of the RADP monthly.

iv. The Bidder shall also submit an “On-Demand” Vulnerability Testing Report at least once in six months along with the mitigation measures implemented for the same.

v. The Bidder will treat all data and information about the Bank, obtained in the execution of his responsibilities as confidential and will not reveal such information to any other party without the prior written approval of the Bank.

vi. The source code of all the applications developed through the platform would be under the complete proprietorship of DIT,NABARD and bidder would make no claim to it.

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6.4. Order Cancellation / Termination of Contract
The Bidder will submit the Conformity Letter as per the format provided in Annexure-E. The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by without assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in Implementation of the Project beyond the specified periods for reasons solely ascribed to the bidder.
2. Serious discrepancies noted in the implementation of the project.
3. Breaches in the terms and conditions of the Purchase Order.
4. Project adversely affecting the Core Systems or Core Business of the Bank and the normal functioning of the Offices of the Bank.
5. If the Bidder fails to upgrade any or all of the critical hardware/Software within the period(s) specified in the Contract or within any extension thereof granted by the Bank.
6. If the bidder fails to perform any other obligation(s) under the Contract.
7. If the bidder is not providing after sales and maintenance services and the calls are not attended for three or more occasions, the Bank is at liberty to terminate the contract by giving 30 days ‘Notice’. If the bidder provides remedy within 30 days of termination notice, NABARD may reconsider its decision of termination.
8. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

The Bank, without prejudice to any other remedy for breach of contract, by giving 30 days’ written notice of default sent to the Vendor and if the Vendor fails to cure the default within the notice period, may terminate this Contract in whole or in part.

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

i. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

ii. The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favourable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

iii. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

iv. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

6.6. Indemnity

I. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses. action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.

II. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims
actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

III. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

IV. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

V. The bidder shall indemnify the bank on repercussions on using any unsupported /community edition software and therefore the bidder is strongly recommended to not use any Unsupported & Community edition software.

6.7. Liability of the Selected Bidder
Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.

ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, subcontractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

iii. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

iv. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
6.8. Negligence
In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

6.9. Force Majeure
i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank in either fires, floods, strikes, lockouts & freight embargoes.

ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. The Bank and the bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
6.10. Changes to RFP
The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion up to the date of submission of bids.

The Bank reserves the right to extend the dates for submission of responses to this document. Bidder shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses.

Preliminary Scrutiny — The Bank will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Vendor and the Bank reserves the right for such waivers and the Banks decision in the matter will be final.

ii. Clarification of Offer — To assist in the scrutiny, evaluation and comparison of offer, the Bank may, at its discretion, ask the Vendor for clarification of their offer. The Bank has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. The Bank reserves the right to make any changes in the terms and conditions of RFP. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.

iii. Erasures or Alterations — the offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

iv. Pricing — It is absolutely essential for the Vendor to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.
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Right to Alter Quantities — The Bank reserves the right to alter the requirements specified in the tender. The Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. The bank will inform the Vendor about changes, if any. In the event of any alteration in the quantities, the price quoted by the vendor against the item would be considered for such alteration. The vendor agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Vendor agrees that there is no limit on the quantities that can be altered under this contract. During the contract period the vendor agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the Bank in the event the market prices / rate offered by the vendor are lower than what has been quoted by the vendor as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to the Bank within the contract period. The Bank may at its discretion Increase the requirement up to 35% and place orders subsequently within one year of issue of Purchase Order at the same rates irrespective of the foreign exchange fluctuations/ market conditions or at mutual agreed rates if the cost of Equipment comes down at the time of placing repeat Purchase Order or Decrease the requirement up to 35%.

6.11.Information Ownership
All information processed, stored, or transmitted by bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the bidder does not acquire implicit access rights to the information or rights to redistribute the information. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately

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

6.13.Inspection of Records
All bidder's records with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
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auditors would execute confidentiality agreement with the bidder, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

6.14. Compliance with Laws
Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

6.15. Resolution of Disputes
i. All disputes and differences of any kind whatsoever arising out of or in connection with the Purchase Order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may
appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. Such arbitration to be governed by the provisions of Indian Arbitration and Conciliation Act, 1996.

ii. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

6.16. Assignment
Bank may assign the hardware, software and other equipment (including electrical and civil) provided therein by the bidder in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the AMC services to any of the sub-contractors or third party, at its sole option upon the occurrence of the following:

(i) bidder refuses to perform;

(ii) termination of the contract with the bidder for any reason whatsoever

(iii) expiry of the contract. Such right shall be without prejudice to the rights and remedies, which the Bank may have against the bidder. The bidder shall ensure that the said subcontractors or 3rd party shall agree to provide such services to the Bank at no less favourable terms than that provided by the bidder and shall include appropriate wordings to this effect in the agreement entered into by the bidder with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of the bidder to perform or termination/expiry of the contract

6.17. Ownership, Grant and Delivery
The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project. The use of software by bidders on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.
6.18 Privacy & Security Safeguards
The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

6.19 Guarantees
Bidder should guarantee that the software and allied components used to service the Bank are licensed and legal. All software must be supplied with their original and complete printed documentation

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

ii. The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the bidder's offer does not match such lower price. Notwithstanding the foregoing, the bidder shall continue to have the same obligations as contained in this RFP in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favorable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the bidder can maintain such equipment. The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.
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6.21. Corrupt and Fraudulent Practices
As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

6.22. Waiver
No failure or delay on the part of either party relating to the exercise of any right, power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

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

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

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

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

6.27 Performance Security
a) The successful bidder(s) shall provide Performance Security in the form of an unconditional Bank Guarantee (BG) from a scheduled commercial Bank for an amount equivalent to 50% of the total order value of 4 years. The PBG should be submitted within 21 days from the issue date of LoI/PO. If the Performance Guarantee is not submitted, the Bank reserves the right to cancel the contract.

b) The Performance Guarantee would be returned to the vendor after the expiry of invocation period or within 6 months from the date of termination of the contract.
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c) Performance Bank Guarantee may be invoked in case of violation of any of the terms and conditions of this document or in case of deficiency / delay in implementation/services provided by the successful bidder.

d) In case of extension of the contract the bidder will be required to submit the Performance Bank Guarantee equivalent to 10% of the order value for the total extension period with additional 6 months towards invocation period.

e) The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier’s failure to complete its obligations under the contract. This is without prejudice to the Bank’s right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

6.28 Information Security
Bidder will provide an undertaking to comply with the provisions of the Information Security Policy of the Bank. The same will be provided to the successful bidder.

6.29 Taken / Brought over of Company
Subsequent to the order being placed with NABARD, in the event of bidder being taken/ brought over by another company, all the obligations and execution of responsibilities under the agreement with NABARD should be passed on for compliance by the new company in the negotiation for their transfer.

6.30 No Employer – Employee Relationship
The selected bidder or any of its holding / subsidiary / joint-venture / affiliate / group / client companies or any of their employees / officers / staff / personnel / representatives / agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

6.31 Costs of Preparation & Submission of Bid
The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
6.32 Confidentiality of the Bid Document
The bidder, irrespective of his/her participation in the bidding process, shall treat the
details of the documents as secret and confidential.

6.33 Disclaimer
This RFP is not an offer by NABARD Bank, but an invitation to receive response from
Bidders. No contractual obligation whatsoever shall arise from the RFP process unless
and until a formal Contract is signed and executed by duly Authorized officers of
NABARD Bank with the Bidder.
The Chief General Manager  
Department of Information Technology,  
National Bank for Agriculture and Rural Development  
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,  
P.B. No. 8121, Bandra (East),  
Mumbai - 400 051.  
Maharashtra

Dear Sir/ Madam,

Subject: Response to RFP Ref No NB.HO.DIT/______/ DIT-______/2019-20 dated __________ for procuring a rapid application development platform.

We, the undersigned bidder, having read and examined the previously mentioned RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the Technical bid and commercial bid inside separate envelopes in prescribed formats as per requirement.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that, until the Purchase Order is accepted, this Bid, together with NABARD's written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We also understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's
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decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory

Place

Name of Authorised Signatory

Designation

Name of the Organisation

Seal

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure-B
Letter of Authorisation to Bid

Ref No: ____________________________ Date: --/--/2020

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir,


REF: Your RFP ____________________________ dated ______________

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

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

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

The specimen signature is attested below:

________________________________________
Specimen Signature of Representative

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
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Signature of Authorizing Authority

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

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
The Chief General Manager  
Department of Information Technology,  
National Bank for Agriculture and Rural Development  
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,  
P.B. No. 8121, Bandra (East),  
Mumbai - 400 051.  
Maharashtra

Dear Sir,

Having examined the 'Request for Proposal RFP No: _________________ dated ____________, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deploy the solution in conformity with the said RFP at the prices to be offered in the commercial bid and is made part of this Bid.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum one year from the date of acceptance of Purchase order.

We further confirm that, until the Purchase Order is accepted, 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". Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name & address of agent Amount & currency Purpose of commission or gratuity (If none, state none)

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
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We understand that the Bank is not bound to accept the lowest or any Bid you may receive.

Yours Sincerely,

Dated this.........Day of.........2019

(Signature) (In the capacity of) Duly authorized to sign Bid form & on behalf of (Name & Address of the Bidder)
Annexure-D
RFP Download Declaration
(On the organisation’s letter head)

Ref No:___________________ Date: --/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Sir,

Subject: ...............................

Kindly refer to your RFP No. ............................. published on the website www.nabard.org downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

I/We have downloaded this RFP document from the internet site www.nabard.org electronic media and I/we have not tampered / modified the RFP forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our bid will be summarily rejected and full earnest money deposit, if any will be forfeited and I/we am/are liable to be banned from doing business with NABARD / other PSUs and/or prosecuted.

I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP.

Yours Sincerely,

Date:
Signature of Tenderer with Seal:
Phone:
Fax No.:
E-mail address:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure —E
Conformity Letter
(On the organisation Letter Head)

Ref No: ________________ Date: --/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir,

Subject: RFP _______________________ dated _______.

Further to our proposal dated ____________, in response to the Request for Proposal (hereinafter referred to as "RFP") issued by NABARD, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by NABARD. NABARD is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and NABARD's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory
Designation
Vendor's corporate name

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure-F
Pre Contract Integrity Pact
(On Bond Paper Value of Rs 100/-)

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

And

…………………………………………. hereinafter referred to as “The Bidder”

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

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

Section 1 – Commitments of the Buyer

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

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

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

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

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal
offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer
will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to
prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the
following principles during participation in the tender process and during the contract
execution:
a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD are:

1. SHRI SUBODH KUMAR GOEL, ADVOCATE AND FINANCIAL CONSULTANT, 501, TOWER-6, COMMON WEALTH GAMES VILLAGE, NEW DELHI 110092
2. SHRI P K SANGEWAR, RETD. PCMM/SCR, H NO. 12-5-65/1, FLAT NO 109, SHRI HARSHA SETHURAM UNIQUE, VIJAYPURI COLONY, SOUTH LALAGUDA, SECUNDERABAD, TELANGANA, 500 017.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

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

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

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

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

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

Section 9 – Pact Duration
This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions
(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.
Rapid Application Development platform

BUYER
Name of the Officer
Designation
NABARD

BIDDER
Chief Executive Officer
Organisation

Witness
1.____________________
2.____________________

Witness
1.___________________
2.___________________
Annexure-G
Non-Disclosure Agreement Form
On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at ....................... this.......day of ..................... 2019

BY AND BETWEEN ........................................ Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at .................... (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, “G” Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as “NABARD” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The System Integrator and NABARD are hereinafter collectively referred to as “the Parties “and individually as “the Party”

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal to appoint an System Integrator for setting up a Rapid Application Development Platform the scope of which is specified in RFP Ref No.NB.HO.DIT/ ............. / DIT-034-1/2019-20 dated 10 Oct. 2019 and whereas ___________________________ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.


NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the System Integrator and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the System Integrator during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the System Integrator to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the

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Rapid Application Development platform

Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.

(iii) “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The System Integrator may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the System Integrator without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the System Integrator from a source other than NABARD without any obligation of confidentiality,

(d) was developed by for the System Integrator independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of

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Rapid Application Development platform

each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The System Integrator shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the System Integrator who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The System Integrator shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The System Integrator agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding ‘NABARD’ and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or

b) any aspect of NABARD’s business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or

c) Business processes and procedures; or

d) Current and future business plans; or

e) Personnel information; or

f) Financial information.

g) Capital adequacy computation workings

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
3. Publications

The System Integrator shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by NABARD to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party.
within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The System Integrator acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the System Integrator will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD’s costs and expenses of enforcement (including the attorney’s fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and/or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

7.5. Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of
any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

Name:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Designation:
Place:
Signature

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Rapid Application Development platform

Annexure-H
Confidentiality Undertaking
(On the organisation’s letter head)

Ref No: ___________  Date:--/--/2019

The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Information Technology, 5th floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.

Dear Sir,

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

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

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.

2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.

3. We shall not disclose any Confidential Information to any other person or firm, other than the following:
   - With your prior written consent, such consent not to be unreasonably withheld;
   - To the extent that such disclosure is required by law;
   - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
   - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
4. We shall not disclose or divulge any of the Confidential Information to any other client of ________________ (name of product vendor / implementation partner)

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

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

Yours Sincerely

Signature and Stamp of Company
Authorised Signatory
Designation:
Date:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure-I
Declaration that the Bidder is not any other Bank’s/ PSU’s/ Govt.’s Vendor Blacklist
(On the Organisation’s letter head)

Part A. In the case of a Proprietary Concern:
I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. ________________________ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt.’s Vendor Black List except as indicated below:

(Here give particulars of blacklisting and in absence thereof state “NIL”)

Part B. In the case of a Partnership Firm:
We hereby declare that neither we, M/s. ________________________, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below:

(Here give particulars of blacklisting and in the absence thereof state “NIL”)

Part C. In the case of Company:
We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt’s Vendor Black List, except as indicated below:

(Here give particulars of black listing and in the absence thereof state “NIL”)

It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: ________________________
Date: Name of Signatory: ________________________
### Annexure-J

#### Bidder’s Minimum Eligibility Criteria Check list

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<tr>
<th>SNO</th>
<th>Criteria</th>
<th>Documents to be submitted</th>
<th>Compliance(Yes/No) with Comments</th>
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<tr>
<td>1.</td>
<td>The Bidder is registered as a company in India for providing IT solutions as per Companies Act 1956 and exists for at least 5 years with a valid sales/Value Add tax / GST registration</td>
<td>Copy of the certificate of incorporation and certificate of commencement of business issued by the Registrar of Companies. Evidence for ST/VAT/GST registration. Certificate from authorized signatory/Company Secretary of the bidder indicating that they are in IT Solution for last 3 years</td>
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<td>2.</td>
<td>The bidder should have service/support infrastructure at Mumbai and should be able to provide efficient and effective support. The bidder must also provide efficient support (including onsite support) if such need arise, without any extra charges. A list of service/support centre should be submitted along with the bid</td>
<td>Letter from bidder with full address details should be produced. In case bidder is not OEM, a letter from OEM for back-to-back premium support should be submitted as part of bid.</td>
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<td>3.</td>
<td>The bidder and OEM should not have been blacklisted by any public sector Bank earlier.</td>
<td>Bidder should submit a declaration to the effect as per the format provided in Annexure-I. If this declaration is found to be false, the Bank shall have the right to</td>
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<td>4.</td>
<td>The platform offered should have been deployed in at least in five institutions of which one should compulsorily be in BFSI sector.</td>
<td>The format for certificate, to be submitted, is provided in <strong>Annexure-K</strong>. Necessary documents should be attached. (Like PO) Contact Details may also be furnished.</td>
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<td>5.</td>
<td>The SI should be having a formal partnership with the BIDDERs proposed under the Solution</td>
<td>Partnership Certificate from the BIDDER (indicate level of partnership)</td>
<td></td>
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<tr>
<td>6.</td>
<td>The turnover of the SI during the last 3 financial years, should be not less than Rs.12 Crore</td>
<td>Balance Sheet of last 3 financial years CA certificate indicating turnover (indicate last 3 year turnover)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The bidder should have earned net profit during the last 3 financial years</td>
<td>Copy of last 3 year P&amp;L account (indicate net profit for last 3 years)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>The OEM should possess ISO 27018 certification. ISO/IEC 27018:2014 is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud Personally Identifiable Information (PII).</td>
<td>Bidder should submit a signed copy of the certificate</td>
<td></td>
</tr>
</tbody>
</table>
### Rapid Application Development platform

<table>
<thead>
<tr>
<th></th>
<th>The bidder and OEM should not have been blacklisted by any public sector Bank earlier.</th>
<th>Bidder should submit a declaration to the effect as per the format provided in Annexure-I. If this declaration is found to be false, the Bank shall have the right to reject bidder’s offer and if the bid has resulted in a contract, the contract is liable to be terminated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Bidder whose product is being proposed should have minimum experience of 3 years in providing RADP platform.</td>
<td>Necessary proof for the experience</td>
</tr>
<tr>
<td>10.</td>
<td>The bidder should have back to back arrangement with the OEM so that the bank will be able to log a call with the OEM directly.</td>
<td>Certificate from OEM</td>
</tr>
<tr>
<td>11.</td>
<td>The bidder, in case of SI, should be OEM certified or authorized agent/reseller/partner of the OEM, for the past one year.</td>
<td>Letter from the OEM on their letterhead stating that SI is the authorized partner of OEM and that the OEM shall support the solution for the entire period.</td>
</tr>
</tbody>
</table>
Rapid Application Development platform

Annexure —K

Proforma of Certificate from Institutions where the Bidder has implemented Rapid Application Development Platform

Ref No:_____________ Date:--/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir,

Subject: Supply, Installation and Maintenance of RADP platform by M/s__________

We hereby confirm that M/s_____________ has deployed RADP platform (name of the solution), between the period of _mm/yy______ and ___mm/yy___ for ________(no. of users) users. The system is functioning satisfactorily and the services provided by the vendor is Excellent/Good/Satisfactory as on date.
Annexure – L
Manufacturers' Authorisation Form

Ref No............. Dated: --/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir,

Subject: RFP No: __________________________ dated __________

We______who are established and reputable Service Providers of Rapid Application Development platform, having our facility at___and do hereby authorize M/s.
(Name and Address of Agents) to submit a bid and sign the contract with you for the goods / services manufactured/provided by us against the above RFP.

We hereby extend our full support as per Clauses of Contract for solution and services offered for supply by the above firm against this RFP and we will provide service support for three years to the Bidder.

Yours faithfully.

(NAME)
(Name of Service Provider)

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

Organisation seal and signature of Authorised Signatory.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure- M
Format for furnishing Bank Guarantee in lieu of Earnest Money Deposit

Ref No..................          Dated: --/--/2019

The Chief General Manager
Department of Information Technology,
National Bank for Agriculture and Rural Development
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai - 400 051.
Maharashtra

Dear Sir

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

(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 software 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 i.e.__________________________ (Name of the bank) on behalf of the tenderer, as hereinafter contained.

In the premises aforesaid and in consideration of NABARD having agreed at our request to exempt the tenderer from depositing the said Bid Security (BS) in cash. We,__________________________Bank having our Head Office at ______________________ and one of our Branches at ______________________ do hereby unconditionally and irrevocably guarantee

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Rapid Application Development platform

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

We _____________________________________________Bank

further covenant that:

(a) We shall pay the aforesaid sum on demand made in writing by NABARD without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between the NABARD and the tenderers;

(b) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABARD.

(c) that the decision of NABARD on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;

(d) that the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;

(e) that any neglect or forbearance on the part of NABARD in enforcing any of the terms and conditions of the said tender / contract or any indulgence shown by NABARD to the Tenderer or any variation in the said tender / contract terms made by mutual agreement between NABARD and the Tenderer or any other act or deed on the part of NABARD which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender / contract or by payment of the sum.

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

(g) that it shall not be necessary for NABARD to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other
Rapid Application Development platform

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

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

Yours faithfully

For and on behalf of
_______________Bank
(Authorized Official)
### Rapid Application Development platform

**Annexure - N**  
**Technical Bid Form**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Evaluation Criteria</th>
<th>Optimal Capabilities</th>
<th>Response (Y/N)</th>
<th>Comments from BIDDER</th>
<th>Total Marks Allotted by NABARD</th>
<th>Marks Scored by the Bidder (To be calculated by NABARD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>High-Productivity Development and Change Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Does the platform provide a high-productivity environment leveraging an end-to-end</td>
<td>Data model design</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>visual development approach with impact analysis capabilities, fostering rapid</td>
<td>Business logic design</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>change and low-risk refactoring?</td>
<td>Business processes (BPM) design</td>
<td></td>
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<tr>
<td></td>
<td>Web page design</td>
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<td></td>
<td>Mobile web page design</td>
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<td></td>
<td>E-mail design</td>
<td></td>
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<tr>
<td></td>
<td>Creation of list, show and edit pages from data model</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Fine grained WYSIWYG design of all web, mobile and e-mail pages</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Centralized web, mobile web and e-mail layout and styles</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Shareable user interface components</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>AJAX for rich internet applications</td>
<td></td>
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<tr>
<td></td>
<td>SEO-friendly URLs definition</td>
<td></td>
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<tr>
<td></td>
<td>Batch processes design</td>
<td></td>
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<tr>
<td></td>
<td>Charting widgets</td>
<td></td>
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<tr>
<td></td>
<td>Reporting widgets</td>
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<td></td>
<td>PDF or Word document design</td>
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<tr>
<td></td>
<td>Database queries design</td>
<td></td>
<td></td>
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<td></td>
<td>Custom SQL support for</td>
<td></td>
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</tbody>
</table>
# Rapid Application Development platform

<table>
<thead>
<tr>
<th>Capability</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>complex database queries</td>
<td></td>
</tr>
<tr>
<td>Step by step visual debugging</td>
<td>1</td>
</tr>
<tr>
<td>Multilingual support for both web and mobile web apps</td>
<td>1</td>
</tr>
<tr>
<td>N-tier impact analysis, consistency checking, and self-healing</td>
<td>1</td>
</tr>
<tr>
<td>Extensible business logic using custom code</td>
<td>1</td>
</tr>
<tr>
<td>Business intelligence functionality</td>
<td>1</td>
</tr>
<tr>
<td>Embedded app feedback collection mechanism</td>
<td>1</td>
</tr>
<tr>
<td>E-mail dispatcher</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>25</td>
</tr>
</tbody>
</table>

## 2. Design

### Capabilities for Smartphones, Tablets and PC Interfaces

- **Does the platform offer a WYSIWYG web interface designer that gives you the flexibility to create great-looking web, mobile web and responsive applications?**
  - WYSIWYG designer for Smartphone, tablet and PC form factor design
  - Responsive web-design support
  - Support for iPhone, Android, Windows Phone
  - Extensible UI design using custom code

<table>
<thead>
<tr>
<th>Capability</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the platform offer a WYSIWYG web interface designer that gives you the flexibility to create great-looking web, mobile web and responsive applications?</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>25</td>
</tr>
</tbody>
</table>

### 3. Creation of Native Mobile Applications

- **Does the platform offer the ability to deploy native applications that can be published**
  - Generation of native apps (iOS, Android, Windows, etc.)

<table>
<thead>
<tr>
<th>Capability</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the platform offer the ability to deploy native applications that can be published</td>
<td>1</td>
</tr>
</tbody>
</table>

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
<table>
<thead>
<tr>
<th>Question</th>
<th>Feature Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>to the app stores and integrate with device-specific capabilities (camera, compass, etc.)?</td>
<td>Generation of the web portion of hybrid applications</td>
<td>1</td>
</tr>
<tr>
<td>Provide open source hybrid applications with access to native device sensors like gyroscope, GPS in both iOS and Android.</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td><strong>4. Business Processes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the platform include business process design, execution, monitoring and management capabilities?</td>
<td>Support for BPMN process modeling syntax</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Business process execution</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>User guidance over business processes activities</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Custom user guidance over business process activities</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>User interface pages and widgets caching</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Suspend, stop or terminate individual business process instance</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Manually change status of inconsistent business process instance</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Workload balancing analysis for business processes</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Bottleneck analysis for business processes</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>SLA analysis for business processes</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Custom KPI analysis for business processes</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>11</td>
</tr>
</tbody>
</table>
Rapid Application Development platform

<table>
<thead>
<tr>
<th>5. Flexible Integration Model with Automation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Does the platform provide a flexible integration model for the creation of integration logic with custom code (e.g., with .Net or Java code)?</strong></td>
</tr>
<tr>
<td><strong>Does the platform provide automation for the most common integration scenarios (namely, consume / expose web services and integration with external databases)?</strong></td>
</tr>
<tr>
<td>SOAP web services integration</td>
</tr>
<tr>
<td>REST web services integration</td>
</tr>
<tr>
<td>MS SQL server integration</td>
</tr>
<tr>
<td>Oracle database integration</td>
</tr>
<tr>
<td>MySQL database integration</td>
</tr>
<tr>
<td>DB2 database integration</td>
</tr>
<tr>
<td>PostgreSQL database Integration</td>
</tr>
<tr>
<td>Database integration via ODBC, JDBC or specific drivers</td>
</tr>
<tr>
<td>Usage of imported database model</td>
</tr>
<tr>
<td>.NET custom code integration</td>
</tr>
<tr>
<td>Java custom code integration</td>
</tr>
<tr>
<td>Expose SOAP Web Services</td>
</tr>
<tr>
<td>Expose REST Web Services</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Automated Deployment and Staging</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Does the platform provide mechanisms to automatically stage whole applications / solutions between environments? Does it give the necessary control and validations to reduce the risk of a production deployment?</strong></td>
</tr>
<tr>
<td>N-tier publishing of new app versions</td>
</tr>
<tr>
<td>Compatible with varied browsing interfaces like IE, Google Chrome, Firefox</td>
</tr>
<tr>
<td>Staging of app versions across environments such as Websphere, Weblogic, Apache and Jboss</td>
</tr>
<tr>
<td>Standard database DDL and update</td>
</tr>
</tbody>
</table>
### Rapid Application Development platform

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>scripts generation and execution</td>
<td></td>
</tr>
<tr>
<td>Zero downtime deployment of apps</td>
<td>1</td>
</tr>
<tr>
<td>Zero downtime rollback of app versions in production</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>13</td>
</tr>
</tbody>
</table>

#### 7. Collaboration Capabilities for Large Teams

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the platform include mechanisms for developers to collaborate effectively? For example, does it include the ability to control module versions and application versions, deal with development conflicts via effective compare, and merge tools?</td>
<td>1</td>
</tr>
<tr>
<td>Server-based individual developer sandboxes</td>
<td></td>
</tr>
<tr>
<td>Version control of app model</td>
<td>1</td>
</tr>
<tr>
<td>Multi developer conflict detection</td>
<td>1</td>
</tr>
<tr>
<td>Comparison and merge between different app versions</td>
<td>1</td>
</tr>
<tr>
<td>Development best practices auditing</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>5</td>
</tr>
</tbody>
</table>

#### 8. Developer Ramp-up and Knowledge Transfer

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can developers ramp-up quickly in the technology? And can knowledge be shared easily among team members in projects (eg. when teams rotate)?</td>
<td>1</td>
</tr>
<tr>
<td>Automated documentation for apps</td>
<td>1</td>
</tr>
<tr>
<td>Easy to read visual models</td>
<td>1</td>
</tr>
<tr>
<td>No developer specific dialects</td>
<td>1</td>
</tr>
<tr>
<td>Online training</td>
<td>1</td>
</tr>
<tr>
<td>Classroom training</td>
<td>1</td>
</tr>
<tr>
<td>Large Team Acceleration Training</td>
<td>1</td>
</tr>
<tr>
<td>Certification program</td>
<td>1</td>
</tr>
<tr>
<td>Developer community</td>
<td>1</td>
</tr>
<tr>
<td>Developer community components library</td>
<td>1</td>
</tr>
<tr>
<td>Developer tools documentation</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>10</td>
</tr>
</tbody>
</table>
9. Fit for Large / Reusable / Maintainable Architectures

<table>
<thead>
<tr>
<th>Question</th>
<th>Feature</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the platform provide the capabilities to create well-behaved solution architectures that are composed of several self-contained functional modules that expose services among one another?</td>
<td>Creation of integration components</td>
<td>1</td>
</tr>
<tr>
<td>Integration services repository</td>
<td>Integration services repository</td>
<td>1</td>
</tr>
<tr>
<td>Centralized app services repository</td>
<td>Centralized app services repository</td>
<td>1</td>
</tr>
<tr>
<td>Reusability mechanisms for data, business logic and web components</td>
<td>Reusability mechanisms for data, business logic and web components</td>
<td>1</td>
</tr>
<tr>
<td>Impact analysis over changes in reusable modules</td>
<td>Impact analysis over changes in reusable modules</td>
<td>1</td>
</tr>
<tr>
<td>Access control over shared app services</td>
<td>Access control over shared app services</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

10. No Technology Lock-In

<table>
<thead>
<tr>
<th>Question</th>
<th>Feature</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the customer have the option of stopping platform use in the future without losing applications and the ability to maintain them?</td>
<td>Multiple app stack support</td>
<td>1</td>
</tr>
<tr>
<td>Multiple database server support</td>
<td>Multiple database server support</td>
<td>1</td>
</tr>
<tr>
<td>Ability to retrieve standard code and stop using provider’s product</td>
<td>Ability to retrieve standard code and stop using provider’s product</td>
<td>1</td>
</tr>
<tr>
<td>Portability between different app stacks</td>
<td>Portability between different app stacks</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

11. High-Performance and High-Availability Applications Running on Standard Stacks

<table>
<thead>
<tr>
<th>Question</th>
<th>Feature</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the solution supported in proven standard technology stacks, or does it depend on proprietary technology (meaning it is not proven in terms of robustness /</td>
<td>Web service call caching</td>
<td>1</td>
</tr>
<tr>
<td>Business logic caching</td>
<td>Business logic caching</td>
<td>1</td>
</tr>
<tr>
<td>Parallel batch process execution</td>
<td>Parallel batch process execution</td>
<td>1</td>
</tr>
<tr>
<td>Distributed batch process execution</td>
<td>Distributed batch process execution</td>
<td>1</td>
</tr>
</tbody>
</table>
### Rapid Application Development platform

<table>
<thead>
<tr>
<th>scalability and has limited management / monitoring options?</th>
<th>Deployment of running apps to new server nodes in farm</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>.NET stack support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Java EE stack support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Support for isolated database catalogs or schemas per app</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Unlimited horizontal scalability</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Distributed session management</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>High performance logging engine</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Business logging using high performance logging engine</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Disaster recovery support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>13</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### 12. Enterprise-Grade Security

<table>
<thead>
<tr>
<th>Does the platform provide a robust security framework and a code generation engine that guarantees there are no severe security flaws in the generated application?</th>
<th>Active Directory and LDAP Authentication</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTTPS/SSL Encryption</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Network based security</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>C# and Java code injection prevention</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Encryption of database connection strings</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Meet the OWASP top 10 requirements</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Full exception handling in generated code</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Users role based access control to web pages</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Users single sign-on</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Users management web app</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
**Rapid Application Development platform**

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Can you go beyond the built-in capabilities of the software or adapt the built-in capabilities to your specific needs?</strong></td>
<td><strong>Steve Krug, Usability guru, says that the only way to understand if your application is usable is actually putting the system in the hands of the user and testing it. That’s why usable interfaces can only be designed through iterative processes.</strong></td>
</tr>
<tr>
<td>Users role management web app</td>
<td>Modern, appealing default themes</td>
</tr>
<tr>
<td>Users group management web app</td>
<td>Built-in support for grid layouts</td>
</tr>
<tr>
<td>Integration with Eclipse and Visual Studio</td>
<td>Accurate, real-time browser preview</td>
</tr>
<tr>
<td>Integration with new or existing C# or Java code</td>
<td></td>
</tr>
<tr>
<td>Database queries using full SQL</td>
<td></td>
</tr>
<tr>
<td>Compatible with varied client-side technology (custom HTML, JavaScript, CSS, Flash)</td>
<td></td>
</tr>
<tr>
<td>APIs to access internal user data, performance data, metamodels</td>
<td></td>
</tr>
<tr>
<td>Allow native language libraries to be imported for each OS to extend the native capabilities</td>
<td></td>
</tr>
<tr>
<td>Build Micro Services which can be used across applications without any limitations</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td>12</td>
<td>7</td>
</tr>
</tbody>
</table>

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
<table>
<thead>
<tr>
<th>Does the platform provide mechanisms to allow interfaces to be designed iteratively targeting high usability? Are the default UIs appealing?</th>
<th>Preview without compiling / running application</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

**15. Centralized Security Governance, Operations, Auditing and Troubleshooting**

<table>
<thead>
<tr>
<th>Does the platform provide integrated Security Governance, Operations, Auditing and Troubleshooting capabilities?</th>
<th>Logging of integration services calls</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access control over integration services</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Tracking of all published versions</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Centralized management of app settings</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Centralized management of batch processes scheduling</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over health of deployment engine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over health of batch processes scheduling</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over health of logging engine</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over health of SMS gateway</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over health of application server nodes in farm</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over running batch processes</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Monitoring over status of running</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
### Rapid Application Development platform

<table>
<thead>
<tr>
<th>Feature</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business processes</td>
<td></td>
</tr>
<tr>
<td>Integration into third-party monitoring systems</td>
<td></td>
</tr>
<tr>
<td>Detailed logging of e-mail dispatching</td>
<td></td>
</tr>
<tr>
<td>Detailed logging of SMS dispatching</td>
<td></td>
</tr>
<tr>
<td>Detailed logging of all app errors</td>
<td></td>
</tr>
<tr>
<td>Integration into third-party logging systems</td>
<td></td>
</tr>
<tr>
<td>Centralized tracking of individual business processes</td>
<td></td>
</tr>
<tr>
<td>Management of IT users</td>
<td></td>
</tr>
<tr>
<td>Auditing of IT users operations</td>
<td></td>
</tr>
<tr>
<td>Role-based access control for IT operations</td>
<td></td>
</tr>
<tr>
<td>Role-based access control for IT users</td>
<td></td>
</tr>
<tr>
<td>Provide access to allow requests received from the device to be validated against OWASP top vulnerabilities</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>23</td>
</tr>
</tbody>
</table>

#### 16. Performance Monitoring and Troubleshooting

<table>
<thead>
<tr>
<th>Question</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the platform make available insights and trends on how applications are performing from the user point of view? Does the platform collect detailed performance data to allow effective</td>
<td></td>
</tr>
<tr>
<td>Application performance monitoring from an end-user perspective</td>
<td></td>
</tr>
<tr>
<td>Dashboard for Application performance monitoring, troubleshooting</td>
<td></td>
</tr>
</tbody>
</table>
## Rapid Application Development platform

<table>
<thead>
<tr>
<th>Troubleshooting of performance issues? and trends analysis</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance tracking for web and mobile web pages</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Performance tracking for individual database queries</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Performance tracking for integration components</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Performance tracking for web service calls</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Performance tracking for batch processes</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Integration into 3rd party performance monitoring systems</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Aggregated performance reports and analytics</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Total 23

### 17. Cloud, On-premises or Hybrid Deployment Options

<table>
<thead>
<tr>
<th>Does the platform offer the option of deploying in the cloud, on-premises or in a hybrid model?</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>On-premise support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>PaaS support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Hybrid deployment support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Secure VPN setup from PaaS infrastructure to on-premises for hybrid deployments</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On-premise to PaaS migration support</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>PaaS to on-premise migration support</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Total 6
## Rapid Application Development platform

<table>
<thead>
<tr>
<th>18. Cloud Elasticity capabilities</th>
<th>Does the platform make available elasticity capabilities that let you easily scale your infrastructure? Does it provide flexibility in the computing power / physical memory to be provisioned?</th>
<th>Automatically provisioning of new production frontend servers</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Automatically provisioning of new environments</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Computing power / Physical memory configuration options for cloud frontend servers</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Computing power / Physical memory configuration options for cloud database servers</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>19. Reports and References that Confirm High Productivity</th>
<th>Does the platform have independent reports and references that confirm the higher productivity claims?</th>
<th>External, certified productivity analysis</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Documentation of delivery ahead of deadline (real client projects)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Documentation of productivity improvements (real client projects)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

**Grand Total** 168

Authorised Signatory of the Bidder with Seal

Date:

Place:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
## Annexure – O
### Commercial Bid Form

<table>
<thead>
<tr>
<th>S.No</th>
<th>Components</th>
<th>Rate (Per user) (a)</th>
<th>GST (b)</th>
<th>Time Period [months/year] (c)</th>
<th>Total Units (d)</th>
<th>Total Cost (Amount in Rs.) (e) =[(a) + (b)]<em>(c)</em> (d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of platform with developer license including installation/configuration (Year)</td>
<td>1</td>
<td></td>
<td>1</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cost of Software licenses if any for deploying the platform(Perpetual)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Platform AMC for 5 years</td>
<td>5</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Developer (cost per month)</td>
<td>12</td>
<td></td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Operations Manager(Cost per month)</td>
<td>12</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Rapid Application Development platform

<table>
<thead>
<tr>
<th></th>
<th>Training on Application development on platform (10 days - 5 persons for training batch wise)</th>
<th></th>
<th>1</th>
</tr>
</thead>
</table>

Total Cost = 1(e)+ 2(e)+3(e)+4(e)+5(e)+ 6(e)+7(e)

**Instructions:**

1. The support will be provided through telephone, email and on-site. The bidder will provide on-site support cost (if required), within the cost mentioned above.
2. The bidder will provide the On-site support if they are unable to resolve the issue over telephone / email.
3. The Vendor/Bidder shall provide training at NABARD Head Office, Mumbai or any other location as specified by Bank to the number of personnel identified by the Bank on functional, operational and reporting aspects of the Proxy solution. The training material will also have to be provided in English.
4. In calculating the Commercial Evaluation, commercial bids of technically qualified short-listed bidders will only be opened.
5. Any change/deviation in bid which has bearing on commercials will not be entertained.
6. NABARD reserves the right to rectify any minor arithmetic errors in the commercial bid and bidder is bound to accept the same.

**Name and Signature of the Bidder:**

**Business Address:**

**Date:**

**Place:**

---

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure-P
Performance Bank Guarantee Form

(On Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at ______ on this day of _________________
BY Bank, 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

National Bank for Agriculture and Rural Development, a body corporate established under the National Bank for Agriculture and Rural Development Act. 1981 having its Head Office at Plot No C-24, ‘G’ Block Bandra-Kurla Complex, Bandra (East), Mumbai-400 051.(Hereinafter referred to as "NABARD/Purchaser" which expression

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Rapid Application Development platform

shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

1. NABARD has floated a Request for Proposal to procure RADP platform of which is specified in RFP No.NB.HO.DIT/ DIT-034-1/2019-20 dated 10 Oct. 2019 (hereinafter referred to as "said works") and has requested a registered/established constitute 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 NABARD a Performance Bank Guarantee (PGB) for an amount of 10% of the total value order (excluding taxes) of works (Rupees only) in favour of NABARD 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 NABARD 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 NABARD, forthwith on mere demand and without any demur, as may be claimed by NABARD to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by NABARD by reason of failure to perform the said works as per the said contract.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
2) Notwithstanding anything to the contrary, the decision of NABARD as to whether software has failed to perform as per the contract and go whether the contractor has failed to maintain the 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 NABARD to establish its claim or claims under this Guarantee but shall pay the same to NABARD 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 NABARD on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABARD 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 Project Period plus 6 months claim period i.e. six years and six months) without prejudice to NABARD’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date.

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABARD 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 NABARD under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABARD 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, NABARD shall be entitled to act as if the Bank is NABARD’s principal debtors in respect of all NABARD’s 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 NABARD that NABARD 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 NABARD 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 NABARD or any other indulgence shown by NABARD 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 NABARD by any amalgamation or absorption or with the contractor, Bank or NABARD, 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 un cancelled 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 NABARD to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding any other security which NABARD 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.

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

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

Dated this ------- ----- day of -------------- 2019 at

For and on behalf of ------------------- ----- Bank.

Sd/______
Undertaking letter for Authenticity of RADP platform
(to be Submitted by Successful Bidder)

Ref: RFP No. _______________________ dated __________

Subject: Supply of RADP platform

With reference to the RADP platform being quoted to you vide Bid documents dated, we hereby undertake that all the software/hardware used in the Communication shall be original new software only from respective OEMs of the products and that no refurbished/duplicate/second-hand assembly software are being used or shall be used.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation, if required. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

The Software to be provided as part of this RFP shall undergo various levels’ of security testing and shall be made secure enough to use in the banks network. We also undertake to certify and provide a reasonable level of assurance that the application being supplied is free of malware at the time of sale, free of any obvious bugs, and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done). We are enclosing evidence for the same.

In case of default and if we are unable to comply with the above at the time of delivery or during installation, for the IT Software already billed, we agree to take back the RADP platform without demur, if already supplied and return the money if any paid to us by you in this regard.

Authorized Signatory

Signature:

Name and designation:

Office Seal

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure-R
Escalation Matrix

1. Name of Bidder: __________________________________________

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Name</th>
<th>Designation</th>
<th>Full Office Address</th>
<th>Phone No</th>
<th>Mobile No</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>First Level Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Second Level Contact (if response is not received in 24 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regional /Zonal Head (if response is not received in 48 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Country head (if response is not received in 1 week)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Name of System Integrator: _______________________________________

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Name</th>
<th>Designation</th>
<th>Full Office Address</th>
<th>Phone No</th>
<th>Mobile No</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>First Level Contact</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Second Level Contact (if response is not received in 24 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regional /Zonal Head (if response is not received in 48 Hours)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Country head (if response is not received in 1 week)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Any change in designation. substitution will be informed to the bank immediately

Signature:
Name of Representative:
Designation:
Company Seal:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Rapid Application Development platform

Annexure-S
Letter of Indemnity and Undertaking
(To be submitted by the successful bidder)

Ref No:________________ Date:--/--/2019

The Chief General Manager,
Department of Information Technology,
National Bank for Agriculture and Rural Development
Department of Information Technology, 5th floor, C Wing
C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai -400 051.

Dear Sir

Subject:______________________________________________

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure Rapid Application Development Platform, 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 solution offered for sale to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said ___________________________ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
We, the said ___________________________ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

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

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

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

We, the said ___________________________ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) NABARD notifies the bidder in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides the Bidder
Rapid Application Development platform

with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation.

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

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

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

Yours faithfully

(Name and Designation) of Authorized Official
Annexure—T

Service Support Form

Bidder's representative of local office at Mumbai will be the contact point for the NABARD. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

<table>
<thead>
<tr>
<th>Bidder's Mumbai Office details. (For single point of contact from Corporate Office for any issues on delivery, service support etc.)</th>
<th>Contact person, Designation, Mobile No.</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. For after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

Company Seal  
Signature of the Bidder
Annexure – U
Pre Bid Queries Form

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

<table>
<thead>
<tr>
<th>Name of the Bidder:</th>
<th>Date of Submission of the Pre-bid queries:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SI.</td>
<td>Page No.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(The pre-bid queries are to be submitted in above format and in word document only. These should not be submitted in PDF or Excel format. The queries may be shared through mail to dit@nabard.org and copy may be marked to v.sundararaman@nabard.org and sashi.kb@nabard.org.)
## Hardware Requirement Sizing

<table>
<thead>
<tr>
<th>VM Name</th>
<th>VM1</th>
<th>VM2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environment (Testing/Production)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purpose</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating System (License Key require for Activation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPU (Core)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAM (GB)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage (GB/TB)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure – W
Bank Mandate Form
(*To be submitted in Duplicate*)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of Bidder</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bidder</td>
</tr>
<tr>
<td></td>
<td>City E-mail id</td>
</tr>
<tr>
<td></td>
<td>Pin Code Mobile:No.</td>
</tr>
<tr>
<td></td>
<td>Phone No. with STD code</td>
</tr>
<tr>
<td>3</td>
<td>Permanent Account Number of Company</td>
</tr>
<tr>
<td>4</td>
<td>GST Number</td>
</tr>
<tr>
<td>5</td>
<td>MSE Registration / CA Certificate 3</td>
</tr>
<tr>
<td></td>
<td>(if applicable)</td>
</tr>
</tbody>
</table>

5. Particulars of Bank account:

<table>
<thead>
<tr>
<th>Bidder Name in Bank Account</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name</td>
<td>Branch Name</td>
</tr>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
<tr>
<td>Account type</td>
<td>Saving Current Cash Credit</td>
</tr>
<tr>
<td>Account No.</td>
<td></td>
</tr>
<tr>
<td>as appearing in the Cheque book)</td>
<td></td>
</tr>
</tbody>
</table>

Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number

<table>
<thead>
<tr>
<th></th>
<th>For RTGS transfer</th>
<th>For NEFT transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFSC CODE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold NABARD responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

Place : ________________

Date : ________________

Signature of the party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank’s stamp

Authorised Signatory of the Bidder with Seal

Date:

Place:

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
Annexure X

Document Check List

Bidder's should submit following documents as part of Technical & Commercial Bid.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Check List</th>
<th>Annexure</th>
<th>Enclosed Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Technical Bid</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bid Submission Covering Letter</td>
<td>A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Letter Of Authorisation To Bid</td>
<td>B</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bid Form</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>RFP Download Declaration</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Conformity Letter</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Pre-Contract Integrity Pact</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Non-Disclosure Agreement</td>
<td>G</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Confidentiality Undertaking Format</td>
<td>H</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Declaration that The Bidder Is Not Any Other Bank’s/ PSU’s/ Govt’s Vendor Blacklist</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Bidder’s Minimum Eligibility Criteria Checklist</td>
<td>J</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Proforma Of Certificate From organisations where Bidder has installed similar solution</td>
<td>K</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Manufacturers’ Authorisation Form</td>
<td>L</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Format for furnishing Bank Guarantee in lieu of Earnest Money Deposit</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Technical Bid Form</td>
<td>N</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Commercial Bid</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Commercial Bid Form</td>
<td>O</td>
<td></td>
</tr>
</tbody>
</table>

Documents to be submitted by Successful Bidder

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Check List</th>
<th>Annexure</th>
<th>Enclosed Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Performance Bank Guarantee</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Undertaking Letter from bidder for Authenticity of the Solution</td>
<td>Q</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Escalation Matrix</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Letter Of Indemnity And Undertaking</td>
<td>S</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Service Support Form</td>
<td>T</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>VM creation details</td>
<td>V</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Bank Mandate Form</td>
<td>W</td>
<td></td>
</tr>
</tbody>
</table>

If Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances, Masked BOM and Authorisation Letter along with supporting documents such as Power of Attorney/ Board Resolution, etc., the Bids may not be considered for further Evaluation.

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
**Appendix - I**

**Example for arriving at L1 (Evaluation Process):**

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Bidder X</th>
<th>Bidder Y</th>
<th>Bidder Z</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial Evaluation (CE)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercials Received (Bidder’s Price)</td>
<td>1000</td>
<td>1100</td>
<td>1200</td>
</tr>
<tr>
<td>Lowest Price</td>
<td></td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>Weight Allotted for Financial Assessment</td>
<td></td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Calculation (Lowest Price / Bidder’s Price X Weight)</td>
<td>((1000/1000) \times 30)</td>
<td>((1000/1100) \times 30)</td>
<td>((1000/1200) \times 30)</td>
</tr>
<tr>
<td>Score (CE)</td>
<td>30</td>
<td>27.27</td>
<td>25</td>
</tr>
<tr>
<td><strong>Technical Evaluation (TE)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidder’s Technical Score</td>
<td>185</td>
<td>200</td>
<td>195</td>
</tr>
<tr>
<td>Total Possible Score</td>
<td></td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Weight Allotted for Technical Assessment</td>
<td></td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>Calculation (Bidder’s Technical Score / Total Possible Score X Weight)</td>
<td>((185/200) \times 70)</td>
<td>((200/200) \times 70)</td>
<td>((195/200) \times 70)</td>
</tr>
<tr>
<td>Score (TE)</td>
<td>64.75</td>
<td>70</td>
<td>68.25</td>
</tr>
<tr>
<td><strong>Total Score</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Score (CE) + Score (TE)</td>
<td>94.75</td>
<td>97.27</td>
<td>93.25</td>
</tr>
<tr>
<td>Ranking of Bidder</td>
<td>L3</td>
<td>L1</td>
<td>L2</td>
</tr>
</tbody>
</table>

Bidder Y is the L1 bidder with highest cumulative marks.

i. **Formula for technical scoring would be as follows:**

\[
\text{Bidder’s Technical Score} \times \frac{\text{Weight}}{\text{Total Possible Score}}
\]

ii. **Formula for Commercial Evaluation would be as follows:**

\[
\text{Lowest Price} \times \frac{\text{Weight}}{\text{Bidder’s Price}}
\]

iii. **Lowest Bid:** Lowest Bid out of all qualified technical bidders.

iv. **Bidder’s Price:** Price submitted by respective bidder. (Total of Table 2)

v. After completing financial assessment total scores has been calculated by summing above two (2) scores (technical and commercial, weighted appropriately)

\[
\frac{\text{Bidder’s Technical Score}}{\text{Total Possible Score}} \times \text{Weight} + \frac{\text{Lowest Price}}{\text{Bidder’s Price}} \times \text{Weight}
\]

---

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020
## Rapid Application Development platform

### Appendix – II

**Bill of Material**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Components</th>
<th>Rate (Per user) (a)</th>
<th>GST (b)</th>
<th>Total Units (c)</th>
<th>Time Period [months/year] (d)</th>
<th>Total Cost (Amount in Rs.) (e) = [(a) + (b)]<em>(c)</em> (d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of platform including installation/configuration</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>[rate per user + GST] * total units * time period</td>
</tr>
<tr>
<td>2</td>
<td>Support cost for platform for 4 years after 1 year warranty</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>[rate per user + GST] * total units * time period</td>
</tr>
<tr>
<td>3</td>
<td>Developer (cost per month)</td>
<td></td>
<td>3</td>
<td></td>
<td>12</td>
<td>[rate per month] * total units * time period</td>
</tr>
<tr>
<td>4</td>
<td>Operations Manager (Cost per month)</td>
<td></td>
<td>1</td>
<td></td>
<td>6</td>
<td>[rate per month] * total units * time period</td>
</tr>
<tr>
<td>5</td>
<td>Training on Application development on platform (10 days - 5 persons for training)</td>
<td></td>
<td>1</td>
<td></td>
<td>6</td>
<td>[rate per month] * total units * time period</td>
</tr>
</tbody>
</table>

**Total Cost = 1(e)+2(e)+3(e)+4(e)+5(e)**

Signature of Authorised Person and Company’s Seal

------------------------

No.NB.HO.DIT/1535/DIT-011-26/2019-20 dated 03/02/2020