



Bankers Institute of Rural Development (BIRD)

Sector-H, LDA Colony, Kanpur Road
LUCKNOW -226012 (Uttar Pradesh)

Phone No. : 0522-2421137

Email- bird@nabard.org; dit.bird.lko@nabard.org

Request for Proposal “Design, Development and Maintenance of Website for BIRD, Lucknow”

Bankers Institute of Rural Development (BIRD), Lucknow, invites sealed proposals from Bidders for “Design, Development and Maintenance of Website for BIRD, Lucknow”.

The RFP Document can be downloaded from BIRD's website
<http://www.birdlucknow.in>

Table of Contents

S. N.	Contents	Page
1	Letter of invitation	3
2	Timelines for the RFP	4
3	Introduction about BIRD in brief	5
4	Scope of work and deliverables	5
5	Warranty	7
6	Content Language	8
7	Earnest Money Deposit (EMD)	8
8	Bid related queries	8
9	Eligibility Criterion	9
10	Data Ownership	9
11	Period of Assignment	10
12	Two-Stage Bidding Process	10
13	Technical Evaluation Criteria	12
14	Implementation and Payment Schedules	13
15	Period of Bid Validity	14
16	Evaluation	14
17	Responsiveness of Proposals	15
18	Scrutiny of Technical Proposals	15
19	Notification of Award	15
20	Signing of Contract	15
21	Performance Bank Guarantee	15
22	Right of BIRD to accept or reject the bid	16
23	Governing Law and Disputes	16
24	Force Majeure	16
25	Limitation of Liability	16
26	Conditions under which this RFP is issued	17
ANNEXURES		
I	Format for Technical Bid	18
II	Format for submitting Commercial Bid	20
III	Performance Bank Guarantee Format	23
IV	Agreement for design, development & maintenance of BIRD official website	26
V	Bank Details	36
VI	Letter of Authorization	37
VII	Application Form	38
VIII	Declaration for Relation in BIRD	39
IX	Manufacturer's Authorization Form (MAF)	40
X	Non-Blacklisting Declaration	41
XI	Proforma of Certificate from Institutions where Bidder has implemented Solution	42
XII	Document Checklist	43

1.0 Letter of invitation / आमंत्रण का पत्र

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agriculture & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

बैंकर्स ग्रामीण विकास संस्थान (बर्ड) एक स्वायत्त प्रशिक्षण संस्थान है, जो सोसाइटी पंजीकरण अधिनियम, 1860 के तहत एक सोसाइटी के रूप में पंजीकृत है। इसे राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) द्वारा प्रमोट किया गया है, इसका कार्यालय सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ में स्थित है।

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

इस आर एफ पी (प्रस्ताव के लिए अनुरोध) के माध्यम से, बर्ड अपेक्षित डोमेन विशेषज्ञता के साथ एस सक्रिय सेवा प्रदाता द्वारा अपनी वेबसाइट के डिजाइन, विकास और रखरखाव के लिए एक उपयुक्त एजेंसी को नियुक्त करना चाहता है।

BIRD seeks cost for designing, developing and maintaining the BIRD's website for a period of three years. A brief scope of work, deliverables and detailed procedure for submission of BID have been given in this document.

बर्ड तीन साल के लिए वेबसाइट के डिजाइन, विकास और रखरखाव के लिए लागत जानना चाहता है। इस दस्तावेज में काम का एक संक्षिप्त क्षेत्र, डिलिवरेबल्स और निविदा जमा करने की विस्तृत प्रक्रिया का पूरा ब्योरा दिया गया है।

The bids may be addressed to **The Director, Bankers Institute of Rural Development, Sector-H, LDA Colony, Kanpur Road, Lucknow-226 012**. The complete bid should reach on or before **3.00 PM on 21-10-2020**.

बोलियों को निदेशक, बैंकर्स ग्रामीण विकास संस्थान, सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ-226012 को संबोधित किया जाना चाहिए। निविदा प्रस्ताव 21.10.2020 को 3.00 बजे या उससे पहले तक पहुंचनी चाहिए।

For a detailed description of the job please see Tenders section of BIRD's website. Any further information in this regard shall be published only on website.

www.birdlucknow.in.

कार्य के विस्तृत विवरण के लिए कृपया बर्ड की वेबसाइट के निविदा अनुभाग देखें। इस संबंध में आगे की सभी सूचनाएं केवल वेबसाइट पर ही प्रकाशित की जाएगी।

www.birdlucknow.in.

Sd/-

Joint Director / संयुक्त निदेशक

2. Timelines for the RFP

1	Availability of Request for Proposal Document	30-09-2020
2	Pre Bid Meeting via online mode	12-10-2020
3	Last date for submission of bids	On or before 3.00 p.m. on 21-10-2020
4	Date of opening of technical proposal	4.00 p.m. at 21-10-2020
5	Place, time and date of opening of commercial proposal	This will be intimated to successful bidders in technical evaluation.
6	E-mail address for queries	bird@nabard.org
7	Place for Submission of Proposal/Bid	BIRD Sector-H, LDA Colony, Kanpur Road, Lucknow-226012
8	Date of Opening of C Proposal for qualified Bidders	Will be informed by e-mail the date of opening of commercial bid
9	Contact Person for Clarifications	Mr. Ashish J Shrivastava Assistant Manager, Email: bird@nabard.org Phone : 0522-2421037
10	Mode of Selection	Best agency worked out on the basis of Quality and Cost Based Selection (QCBS) method
11	Type of Proposal Required	Technical & Commercial

3. Introduction about BIRD in brief:

Bankers Institute of Rural Development (BIRD) is an ISO 9001: 2015 certified autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agriculture & Rural Development (NABARD) having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

Core activities undertaken by BIRD

BIRD provides training, research & consultancy services in fields of agriculture & rural development in India & abroad.

BIRD through this RFP is seeking offers from interested IT companies to develop/maintain a website for BIRD.

4. Scope of Work and Deliverables:

4.a. The central theme of the proposed website

The modern and dynamic website is seen to emerge as a platform which will highlight BIRD's training, research, e-Learning Module & Consultancy services. The website should allow uploading of recent activities, training calendar, e-Learning Modules, pictures & study reports etc.

4.b. Website Audience

The site caters to the needs of a variety of visitors comprising of CSR units, corporates, government officials, bankers, development professionals, research scholars, research organizations, print and electronic media, NGOs, community-based organizations, farmer collectives, college students as well as general public.

4.c. The scope of work

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

4.d. Functional Requirements

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

4.d.A Simple updatable pages

- Information about Team BIRD, Objectives, vision, mission, activities, etc.
- Information about various training programmes, research, consultancy, etc.
- A page/module/corner on Centre of Excellence, Research & Studies, Initiatives, FPO Toolkit & our existing E-LMS (e-Learning Management System), E-TIMS (Training Information Management System, TRAMS (Training Resource & Alert Management System), PayBIRD and certification courses.
- Ongoing training programmes of BIRD.
- Information about latest news & events, etc.
- Details of ongoing / upcoming training programmes of **BIRD**.

4.d. B Content Management System (modules) manageable through a workflow (To be managed by the website company)

- Blogging facility with comment, view counts, etc.
- Gallery - Provision for uploading multimedia files including images, videos, connecting to social media profiles of the organization like Facebook, Twitter, LinkedIn etc
- Story of the Week/Month
- Director's speak
- Professionally written article from experts – blog style
- Trainees Corner (*Where trainees can ask their questions*)
- Grievance Management Solution/Feedback and Opinion Form. The website should provide automatic acknowledgement with unique Grievance-ID for grievances submitted.
- Data Repository
- A tile view of thumbnails of BIRD YouTube channels with hyperlinks to YouTube.
- Career with us, Tender, Feedback Curio & Contact Us section
- Module for BIRD Faculty and officers only – These may include publications, reading materials, etc

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

4.d.C Reporting Module

Bidder should provide comprehensive management reporting module (MIS) for the following purpose:-

- e-TIMS : Programme Calendar, Weekly Programme Schedule, Nomination List, Attendee List, Final Attendee List, Programme Wise Participation, State Wise Participation, Agency Wise Participation, Program Budget, Faculty Wise Session, TRAMS Analytical Report, Day Register, Fee Receivable, Fee Refundable, Fee Detail, Claim Report
- e-LMS : List of Registered/Deregistered Reader, List of Registered/Deregistered Reader Book Wise, List of Register Reader Completed the Department, List of Registered Readers Completed the Book, Reason Wise Deregistration Detail, which shall include the daily, weekly, monthly and overall progress
- Website visit report,
- Any additional report required for this purpose would be provided by the bidder only at no extra cost.

4.e. Technical Platform

- The website development approach should conform to the best practices in the website development and web application maintenance industry in line with Govt. of India Guidelines for Indian Government Websites prepared by MeitY.
- It should ensure the following:
 - Adherence to commonly accepted standards and practices, including W3C compliance.
 - Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.

4.f. Security

The bidder will ensure and provide the following security features:

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

4.g. Maintenance

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

The agency is expected to maintain the complete website (which includes existing E-TIMS, TRAMS, PayBIRD (Integration of two payment gateway) & E-LMS) both technical and application for overall 03 years subject to satisfactory performance of the agency which will be evaluated every year. The application management will include any content update, upload or any minor or major change in website.

4.h. Content

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

4.i. Integration

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

4.j. Training

- The agency must ensure that BIRD website manager or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format including but not limited to navigation of the application, content update, media upload, menu addition, etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.
- There may be certain users for whom a detailed training will be required in modules to enable them to identify and operate the modules as per requirement. This will be done by the Super User (BIRD) but necessary skill sets will have to be provided to the Super User.
- The training programme may be repeated once every year for a website manager or admin as per requirement of BIRD. The service provider should provide BIRD with monthly, quarterly and other reports as and when asked by BIRD to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc.
- The solution should be compliant with W3C standards on “Web design and application”. BIRD reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.
- The service provider should provide BIRD with a module/program that tracks every change/update made in the website by mapping the IP address, username, etc. of the personnel effecting the changes.
- The service provider should ensure that the site is safe from all mala fide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.

5. Warranty

- The software products/ equipment shall be under a warranty of one year during which additions/modifications/bug fixing/security objections shall be done without any extra charge. Further all upgrades, patches would be provided free of cost during the warranty period. Separate payment will be made for any separate module developed by the vendor on request of BIRD.

6. Content Language

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

7. Earnest Money Deposit (EMD)

Mode of deposit: The Bidder shall furnish an EMD for an amount of *Rs.14,000/- (Rupees Fourteen Thousand only)* by way of fund transfer through NEFT etc. BIRD's Account details which is as follows:

Name of the Institute	Bankers Institute of Rural Development
Address of the Institute	Sector-H, LDAColony, Kanpur Road, Lucknow– 226 012,U.P.
PAN No.	AAATB5910G
Name of the Bank	Union Bank of India
Savings Bank Acnt. No.	536502010016787
Bank Address	Union Bank of India, LDA Branch, Lucknow– 226 012 (U.P.)
IFSC Code	UBIN0553654
Type of Account	Saving
GST No. of BIRD	09AAATB5910G1ZZ

Documentary evidence of EMD deposit in the form of UTR (Unique Transaction Reference) / Receipt Voucher is to be enclosed along with the duly filled, signed & complete proposal in all respects. Proposal without EMD shall be rejected.

Refund of EMD: The EMD will be returned to the bidder (after completion of process of award of work) if his / her bidder is not accepted by BIRD but without any interest thereon. The Bidder shall furnish bank account details in the format given in this proposal (**Annexure VI**). The EMD paid by the successful bidder shall be retained by BIRD as part of Security Deposit till the defect liability period. No interest shall be paid on this deposit.

Forfeiture of EMD: The EMD shall be forfeited in case the bidder fails to comply with any of the conditions of the RFP or if he withdraws his proposal at any point of time before award of the work, in which case, he will also, not be allowed to participate in the current process of RFP.

Retention Money Deposit (RMD): Retention money @ 5% will be recovered from each running bill (RA Bills) or final / one time settlement of bills and will be retained towards defect liability period effective from the date of completion work.

8. Bid related queries

- *Pre Bid Meeting* will be held on 12 October 2020 via online mode. The link for the meeting will forwarded only to the registered personal email address provided by the bidder, before the date of the pre bid meeting.
- Bidders are required to direct all communications for any clarifications related to this RFP to BIRD to bird@nabard.org before the date of the pre bid meeting. All queries relating to the RFP, technical or otherwise, must be in email form only.
- BIRD will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, BIRD will not answer any communication

- initiated by bidders after the last date of submitting such queries.
- Bidders should invariably provide details of their email addresses as the link for the pre-bid meeting will only be provided to the email address provided.
- If BIRD in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then BIRD reserves the right to communicate such response to all bidders.
- Any information/clarification will be put on BIRD's website only.

9. Eligibility Criterion

- The bidder **should be a registered company**/ partnership firm any other which shall provide evidence that it is a current legal entity in India, with impeccable repute in managing equally large and data oriented sites, **with at least 3 years' experience** in managing similar websites, may apply. (Copy of Certificate of registration, Articles of Association and Memorandum of Association are required to be submitted by the bidder.)
- The bidders should meet the following qualifying criteria with average annual turnover during the last 3 financial years ending 31st March, 2017, 2018 and 2019.

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

9.a. Qualification and Experience of the firm and of the key professional staff *Service Providers with the following minimum infrastructure and experience may apply :*

Staff Requirements:

Technical: Adequate staff with proficiency in HTML & CSS, HTML5 & CSS3, WordPress Developer (experience of WordPress platform and creation / integration of various plugins. Must be able to create WordPress themes or customized applets / pages as per the platform's standards, able to deploy the WordPress or HTML pages on servers) ; PHP Developer (Should have experience of various PHP frameworks such as Laraval; Must be well aware of OOPs) ; Should be able to write optimised algorithms for various requirements; Must be proficient in establishing Database connection and handling queries ; Database Manager aware of RDBMS and knowing how to create effective database architecture ; UI/UX experience; Graphic Designer (with working knowledge of designing tools such as Photoshop, illustrator, etc.)

Bidder will assign a dedicated **Project Manager** to oversee this project, having minimum experience of 5 years and ability to understand business requirements. The CV of the Project Manager must be submitted along with the Technical Bid.

In addition, the bidder should be able to provide a qualified web designing, building and maintenance team, for undertaking this assignment.

9.b. The service provider will not use any pirated or un-authorized software or tool for developing/amending the website during the entire period of contract.

10. Data Ownership

- The site will be hosted on a server provided by National Bank for Agriculture and Rural Development (NABARD). The ownership of entire data in BIRD website, in all

forms (including text, data, graphics, animations, audio/video content, etc.) will rest only with BIRD even if in case the service provider facilitates hosting the content on the website on a server owned by the service provider.

- Similarly, the ownership of all source code of website/ software used for the purpose of developing the content on BIRD website would rest with BIRD.
- BIRD reserves the right to change the service provider for maintenance with one month notice period.
- In case the source code along with other software/data of the entire website is required to be migrated from the current service provider to a new service provider/ representative as informed by BIRD, the same would have to be provided to BIRD/new service provider. Furthermore, the current service provider will handhold/facilitate the migration activity with new service provider, whenever the same is asked for by BIRD.

11. Period of Assignment

The initial assignment, i.e. contract, of the maintenance of the website will be for a period of 3 years (Maintenance charge for 3 years. Maintenance period starts after expiry of free support/warranty support period), subject to review of services every year and can be extended further on a yearly basis. However, BIRD will have the option to terminate the contract with a one month notice period. On the expiry or early termination of this contract, the vendor must be hand over to BIRD (or any new vendor engaged by BIRD) the source code along with other software/data of the entire website.

12. Two-Stage Bidding Process

- a) For the purpose of selection of the bidder, a **two-stage Quality-and-Cost-Based Selection (QCBS)** bidding process will be followed with 70% weightage towards Technical Bid and 30% weightage towards Commercial Bid.
- b) The response to the present RFP is to be submitted in three parts, i.e. **Technical Bid, Commercial Bid** and in case of technically qualifying bidders, **Technical Presentation**. The technical and commercial bids are distinct and separate parts of the proposal and shall be submitted in separate envelopes.
- c) The 'Technical Bid' will contain technical details, whereas the 'Commercial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or commercial information at all.
- d) Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- e) The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.
- f) In the first stage, only the 'Technical Bids' will be opened and evaluated. Those bidders whose bids satisfy the technical requirements as detailed in this RFP shall be short-listed for an individual presentation in front of a committee.
- g) BIRD reserves the right to call for an individual presentation on the features etc., from the shortlisted bidders based on the technical bids submitted by them to make an evaluation.
- h) Under the second stage, the Commercial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.
- i) Firm(s) shall express the price of their Assignment/Job in Indian Rupees.
- j) BIRD may call for further clarifications, additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/additional particulars in writing within the specified date and time. BIRD

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

- k) Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.
- l) The commercial bid should contain proposals for '*Design, Development and Maintenance of Website for BIRD, Lucknow*'.
- m) The bids must be submitted in accordance with the format specified in this document only.
- n) Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

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

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

- i. Detailed profile of your company/ partnership firm/ any other firm, including the number of people and their technical qualifications and other information specified in the bid.
- ii. URLs of at least **three other websites** that you manage for your clients and which in your opinion hold relevance for **BIRD**.
- iii. **Dummy link for Home page design(s) and** one inside page design(s) for the proposed **BIRD** design
- iv. **BRIEF write up about how you visualize our website with suggestions. The note should be in BULLETS.**
- v. **Copy of Contract/work orders/Completion Certificate** indicating the details of previous assignment, client etc duly self-certified.
- vi. **CVs of Key Personnel and details of associate/s likely to be involved in executing this assignment**
- vii. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises since its incorporation.
- viii. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- ix. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s.
- x. Certificate of incorporation, PAN Number & Service Tax Registration, GST Number.
- xi. Covering letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitting along with the Bid.

Please send your proposal with Technical and Commercial Bids in the specified formats giving complete details **in separate sealed covers**, super scribed as '*Design, Development and Maintenance of Website for BIRD, Lucknow : Technical Bid*' and '*Design, Development and Maintenance of Website for BIRD, Lucknow: Commercial Bid*', to "The Director, BIRD, Sector-H, LDA Colony, Kanpur Road, Lucknow – 226 012"

13. Technical Evaluation Criteria

S. N.	Criteria	Range of Marks (Max. Marks)	Minimum Required	Marks Obtained
1	SEI CMMI or relevant Certification.	05 (2.5 for one certification)	2.5	
2	Ideation and adequacy of proposed approach & methodology, in line with the requirements in RFP	10	5.5	
3	Past experience in Design, Development & Maintenance of Website Web portal/ Web application	10 > 8 projects – 10 marks >=3 - 8 projects – 5 marks < 3 projects – 0 marks	5	
4	Experience in developing websites for training institutions	10 > 4 projects – 10 marks >=2 - 4 projects – 5 marks < 2 projects – 0 marks	6	
5	Quality and potential based upon the Website/ web portal/ Web applications already designed by the bidder.	10 > 4 projects – 10 marks >=1 - 4 projects – 5 marks	5	
6	Innovation content of the proposal/ technical solution, suggested layout.	10	5	
7	Staff / Technical team and other resources availability with bidder A. HTML & CSS: 3 years B. Developer : 3 years C. Graphic Designers : 3 years	15 (5 each for 3 resources) >= 4 Members – 5 marks > 2 - 4 Members– 4 marks = 2 Members – 2 marks >=3 Members – 5 marks 2 Members – 4 Marks 1 Member – 2 Marks >=3 Members – 5 marks 2 Members – 4 Marks 1 Member – 2 Marks	6	
Total Marks		70 marks	35 marks	
Technical Presentation		30 marks		

Technical Presentation

Agencies which fulfil the eligibility criteria, have submitted all required documents in their Technical Proposal and secured minimum required marks in technical evaluation will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by BIRD. The presentation would be made by team members identified by the bidder to work with BIRD.

The bidder/ agency will make a brief presentation (around 20 minutes) about their proposed methodology/ approach, before the Evaluation Committee. The Objective of the Technical Presentation is to shortlist Bidders who have the technical expertise/skills that are essential to designing, developing and maintaining website.

Please note that mere reiteration of the RFP will not suffice. Those bidders who present a prototype of the website will be considered favourably.

14. Implementation and Payment Schedules

The total time for full project implementation will be 1 month from the date of signing of the contract.

In case your proposal is accepted and order is placed on you, the following should be noted:

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

The new website is expected to be fully functional within 1 month from the date of signing of the contract. BIRD expects the service provider to submit a clear road map for achieving this target. Following would be the payment schedule (terms of payment) for each Phase:

Phase	Percentage
On Approval of Software Requirement Specification	20%
On Approval of the Design and Development of the Website	30%
On deployment of website	30%
On handing over source code along with user manual	10%
On completion of 3 months from date of deployment of website	10%

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

15. Period of bid validity

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

16. Evaluation

- BIRD will evaluate the bids on QCBS (70% Technical and 30% Commercial) following the process as stated above. The evaluation criteria shall be based on the requirements stated in this bid document.
 - From the time the proposals are opened to the time contract is awarded, the bidding firm should not contact BIRD on any matter related to its Technical and/or Commercial Proposal. Any effort by Firm(s) to influence BIRD in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.
 - BIRD will constitute a Selection Committee to carry out the evaluation process.
 - The Selection Committee, while evaluating the technical proposal, shall have no access to the Commercial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
 - The Selection Committee shall evaluate the Technical Proposal on the basis of its responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.
 - Commercial proposal of only those firm(s) which are technically qualified shall be opened on the date & time specified by employer in the presence of the Firm(s) representatives who choose to attend.
 - The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder. The bidder shall bear all taxes, duties, fees, levies and other charges other than service tax imposed under the Applicable Law as applicable on foreign and domestic inputs.
- The lowest Commercial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Commercial Proposals will be determined using the following formula:
- $$Sf = 100 \times Fm/F;$$
- Where Sf = Financial score
Fm = Lowest Commercial Proposal (in INR)
F = Commercial Proposal (in INR) under consideration
- Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:
- $$S = St \times Tw + Sf \times Fw$$
- where S = Combined score
Tw = Weight assigned to Technical Proposal
Fw = Weight assigned to Commercial Proposal
Tw: Fw ratio will be 0.70:0.30
- The bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the work order (the Successful Bidder)

17. Responsiveness of Proposals

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

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

18. Scrutiny of Technical Proposals

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

19. Notification of Award

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

20. Signing of Contract

The bidder shall be required to enter into a contract with **BIRD**, within 07 days of the award of the bid or within such extended period, as may be specified by **BIRD**, on the basis of the Bid Document.

21. Performance Bank Guarantee

- The bidder shall, at his own expense, deposit with the **BIRD**, within 07 working days of the date of notice of award of the contract, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, **for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder.**
- The Performance Bank Guarantee may be discharged by **BIRD** being satisfied that there has been due performance of the obligations of the bidder under the contract. The Performance Bank Guarantee shall be valid **for 1 year from the date of notice of award of the contract.**
- Failure of the bidder to comply with the above requirement, or failure of the bidder to enter into a contract within 07 days or within such extended period, as may be

specified by the **BIRD**, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

22. Right of the BIRD to accept or reject the bid

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

23. Governing Law and Disputes

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

24. Force Majeure

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

25. Limitation of Liability

- Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages.
- However, the foregoing shall not include any loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.
- Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of bidder under the Agreement shall not exceed the amount of Professional Fees actually paid by **BIRD**.

- Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.

26. Conditions under which this RFP is issued

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

Annexure I

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

SN	Particulars	Details
1	Basic:	
	a) Firm's Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	• Contact Person	
	• Phone No.(landline/Mobile)	
	• Fax No.	
	Email address : Contact person in Lucknow :	
2.	Turnover:	
	• Turnover for last 3 years (In lakhs) 2016-17 2017-18 2018-19 Average:	
3.	Technical:	
	a) Please provide details relevant only to website service	
	• No of Technical Staff in Hardware Area	
	• No of Technical Staff in Software Area	
	b) Content writing, designing & digital media	
	• No of personnel for content writing/editing	
	• No of personnel for designing	
	• No of personnel for digital media	
	<i>Attach links of websites for which content writing /editing was done</i>	
4.	Project implementation experience in designing, web hosting and maintenance (Please provide details of the best 3 websites you created):	
4.1	Total number of clients handled	
4.2	Most important 3 clients handled	
4.3	Following information for any 3 Projects of the service provider	
	Project 1/2/3 Name of project:	Provide link of the website
	Project Location:	
	Client Name:	
	Was content writing/editing handled by you?	Tick the appropriate answer Yes No

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

Annexure II

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

S. N.	Particulars	Amount (INR)
1	Name of the Firm:	
2	<p>Custom Website Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ Review existing website assets, functionality, and brand communication ✓ Review online presence ✓ Perform a competitive analysis ✓ Review and approve (or modify) map of new website ✓ Define content and flow requirements with client ✓ Locate and/or purchase stock images for initial design ✓ Define call to actions ✓ Initial design comp review of home page ✓ Create inside page design based on approved home page design comp ✓ Integrate custom design (layered PSD). ✓ Review design and update functional and design items as needed ✓ Forward design to client for review ✓ Update functional and design items as needed ✓ Client sign off on design ✓ Create and test contact forms and auto responder if needed ✓ Test website for bugs across all major browsers ✓ Transfer website to client domain and update DNS records ✓ Validate contacts forms are operational on live website. ✓ Integration of Social Media on the website 	

3	<p>Multi Resolution / Browser Compatibility / Responsive Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ The site shall cater to the following ✓ 3 resolutions: 1000, 700 & 450 pixels ✓ This covers tablets and mobiles ✓ Cross Browser Compatibility ✓ The layouts for each of the 3 shall automatically render differently based on the resolution/screen size of the device the browser is using. 	
4	<p>Custom CMS Integration Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ Custom Backend Development ✓ Upload images / Content ✓ Linking CMS to front end ✓ Vulnerability Error Rectification ✓ Adding Pages and Sections ✓ Admin Support and access for sub admins 	
5	<p>E-commerce / Payment Gateway Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ Shopping basket integration with ecommerce – Backend enquiry + two payment gateways integration ✓ Track donations etc 	
6	<p>Translation Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ Content Analysis ✓ Re-Creation of content to Hindi ✓ Edits and modifications 	

7	<p>Maintenance Design (Please give one composite amount for all the activities shown here)</p> <ul style="list-style-type: none"> ✓ 1 account manager as our dedicated contact person from your agency ✓ The account manager will be responsible for all follow ups for content and approvals post sharing of design. ✓ Administrator support ✓ Maintenance and security from threats ✓ Changing section details and its structure ✓ Website Upkeep, debugging and error rectification ✓ Delivery turnaround time for direct content related changes ✓ 1 – 48 hours depending on quantum of change <p>a) No of years of free maintenance (warranty) b) Per year charges after warranty period</p>	
8	<p>Report Module</p> <ul style="list-style-type: none"> ✓ e-TIMS : Programme Calendar, Weekly Programme Schedule, Nomination List, Attendee List, Final Attendee List, Programme Wise Participation, State Wise Participation, Agency Wise Participation, Program Budget, Faculty Wise Session, TRAMS Analytical Report, Day Register, Fee Receivable, Fee Refundable, Fee Detail, Claim Report ✓ e-LMS : List of Registered/Deregistered Reader, List of Registered/Deregistered Reader Book Wise, List of Register Reader Completed the Department, List of Registered Readers Completed the Book, Reason Wise Deregistration Detail, which shall include the daily, weekly, monthly and overall progress ✓ Website visit report ✓ Any additional resources required for this purpose would be provided by the bidder only at no extra cost. 	
9	Cost per man day for taking up additional work@	

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

@ Additional work relating to designing and hosting of **BIRD**

website that are not covered under the scope of work but are incidental to the project

Annexure III

Performance Bank Guarantee (on Non-Judicial Stamp Paper of Rs.100.00)

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

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

IN FAVOUR OF

BIRD, registered as a Society under Societies Registration Act, 1860 having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow – 226 012 (Hereinafter referred to as "**BIRD/Purchaser**" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

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

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

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

The Bidder has approached us for issuing a PBG in favour of BIRD for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

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

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

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

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

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

The Bank agrees with BIRD that BIRD 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 bidder from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by BIRD against the bidder 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 bidder for any forbearance, act or omission on the part of BIRD or any other indulgence shown by BIRD or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

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

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

Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

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

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

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

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

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

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

Dated this _____ day of 2020 at _____ for and on _____ behalf _____ of _____ Bank.

Sd/ _____

Annexure IV

AGREEMENT

AGREEMENT FOR DESIGN, DEVELOPMENT & MAINTENANCE OF BIRD
WEBSITE
(www.birdlucknow.in)

THIS AGREEMENT executed at Lucknow on this ___ day of _____, 2020

Between

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agriculture & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012-

(hereinafter referred to as 'BIRD') OF THE FIRST PART:

And

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

Article I. SCOPE OF WORK

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

Functional Requirements Covered in the Agreement

- Information about Team **BIRD**, Objectives, vision, mission, activities etc.
- Information about various training research, consultancy etc
- A page/module/corner on Centre of Excellence, Research & Studies, Initiatives, FPO Toolkit & our existing E-LMS (e-Learning Management System), E-TIMS (Training Information Management System, TRAMS (Training Information Management System), PayBIRD & Certification Course and **BIRD** objectives.
- Ongoing trainings of BIRD
- Information about latest news & events etc.
- Details of ongoing / upcoming trainings of **BIRD**.
- Provision for uploading multimedia files including images, videos, connecting to social media profiles of the organization like YouTube, Facebook, Twitter, LinkedIn etc.
- Upcoming workshop/training/awareness program shall be updated on portal home page. A link and format for updating event would be provided on portals.
- Details of ongoing / upcoming activities of BIRD.
- Conversion of data into web friendly documents (conversion to Word/Excel/PDF).
- Creation of smart content for Wikipedia and other referral sites about **BIRD**.

- The website should provide for additional facilities to the visitors such as automatic acknowledgements for grievances submitted, personalization of the site, global search engine as well as of the **BIRD** website (search within a section). The service provider should provide an efficient search engine for locating its publications, circulars, reports and other content with ease.
- A tile view of thumbnails on BIRD's YouTube channel with hyperlinks to YouTube.
- A feedback and opinion form, page visits counter, Tenders Section, news feed with Really Simple Syndication (RSS) and notices archives feature inbuilt in the website, which use a central database with CMS

Technical Platform Covered in the Agreement

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

Security Covered in the Agreement

The bidder will ensure and provide the following security features:

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

Maintenance Covered in the Agreement

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

Content Covered in the Agreement

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

Integration Covered in the Agreement

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

Training Covered in the Agreement

- The agency must ensure that BIRD website manager or Officer nominated to manage the website is adequately trained on all modules.
- User manuals for all categories of users shall be made available in printable format including but not limited to navigation of the application, content update, media upload, menu addition, etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.
- There may be certain users for whom a detailed training will be required as per requirement. This will be done by the Super User (BIRD) but skill sets will have to be provided to the Super User.
- The training programme may be repeated once every year for a website manager or admin as per requirement of BIRD. The service provider should provide **BIRD** with monthly, quarterly and other reports as and when asked by BIRD to check website traffic details including details of visitors, page viewed, increase in traffic, most searched, etc.
- The solution should be compliant with W3C standards on “Web design and application”. **BIRD** reserves the right to compare the statistics with other industry standard measuring tools/reports to cross check.
- The service provider should provide **BIRD** with a module/program that tracks every change/update made in the website by mapping the IP address, username, etc. of the personnel effecting the changes.
- The service provider should ensure that the site is safe from all malafide activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.

Maintenance Requirement Covered in the Agreement

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

Article II. TERM AND TERMINATION OF AGREEMENT

Implementation Location : Implementation and Project Coordination shall be carried from the office of BIRD, located at Lucknow

Deliverables : Following should be delivered to BIRD :

1. Software Requirement Specification (SRS)
2. Design of Website
3. Original Source Code of the application
4. Deployment of the website on live server

5. User & Quick reference manuals
6. Training

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

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

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

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

Project Timelines: The total time for full project implementation will be **1 month** from the date of signing of the contract.

Note

- 1 Time and Quality are the essence of the contract.
- 2 The Functional and Technical Specifications as mentioned in RFP are broad requirements and are not exhaustive, unless mentioned otherwise. The agency shall seek clarification on the Technical Specification as mentioned in RFP, from BIRD, in writing, for any doubt.
- 3 Dates and duration mentioned are *subject to change on terms that may be mutually agreed between the parties*
- 4 The installation and implementation will be deemed to *be complete* when all the components of system have been supplied (if applicable), setup, configured, installed and operationalized as per the Functional and Technical specifications and all the features as per the functional and technical specifications are demonstrated and implemented as required, on the systems, to the satisfaction of BIRD.
- 5 The agency has to resolve any bug or error either in application or hardware required for operationalization of the solution/ website developed for BIRD.
- 6 In addition, all associated documentation relating to the application software, test results during development phase, clean source code for BIRD, etc. should have been completed.
- 7 It is the sole responsibility of the agency to put in place the "Verified, Validated and up to date" data provided by BIRD and integrate/develop interfaces as per scope of functional requirements till the project goes live.

Payment Terms

Phase	Percentage
On Approval of Software Requirement Specification	20%
On Approval of the Design and Development of the Website	30%

On deployment of website	30%
On handing over source code along with user manual	10%
On completion of 3 months from the date of deployment of website on www.birdlucknow.in	10%

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

Pricing and Payments

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

Change Request Mechanism

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

Software Audit, Rectification and Re-Audit

BIRD may get the software security audited by a 3rd Party or existing agency. They shall extend the requested support required for carrying out the security audit of the software. The agency must rectify the discrepancies /observations in the system as per the scope of work, as per the audit report in consultation with BIRD. There shall not be any additional charges payable by BIRD for such rectifications. The software shall be re- audited after rectification to verify that the recommended suggestions/ modifications have been made by the agency.

Penalty for delay

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

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

In such an event, the implementation will be termed as incomplete and it will not be accepted and warranty period would continue and Support period will not commence till the implementation/ installation is deemed to be completed. The package will be accepted after complete commissioning of package and satisfactory working of the entire software package. However BIRD may accept the software with a clear understanding that some of the modules could be implemented during the Support period. In such case, the agency shall be required to provide support for implementation of such modules as per the requirement of BIRD during the support period. In such a condition, the payment terms will be redefined by BIRD at its sole discretion.

Backup and Archiving

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

Disaster Recovery and Business Continuity Plan

The agency is liable to ensure rendition of best support for the Business Continuity for BIRD in the event of any disaster. The agency shall observe and ensure the above mentioned RPO & RTO parameters. BIRD understands that the agency is capable of mounting a DR site if required by BIRD in future on payment of additional charges.

Order Cancellation

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

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

Warranty Support

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

AMS (Annual Maintenance Support)

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

software/hardware/other-suites supplied.

Indemnity

- The agency shall, at its own expense, defend and indemnify BIRD against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the Products or any part thereof in India.
- The agency shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If BIRD is required to pay compensation to a third party resulting from such infringement, the agency shall be fully responsible / liable there for, including the full amount of compensation, all expenses and court and legal fees.
- BIRD will give notice to the agency of any such claim without delay. BIRD may provide reasonable assistance to the agency in disposing of the claim, and shall at no time admit to any liability or express any intent to settle the claim.

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

Publicity

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

Performance Bank Guarantee

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

Guarantees on Software and Hardware

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

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

Force Majeure

- The parties shall not be liable for default or non-performance of the obligations under the

contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

- For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault, negligence or carelessness on the part of the parties, resulting in such a situation.
- In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days.
- Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

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

Resolution of Dispute

- All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be attempted to be resolved amicably in the first instance, over a period of 30 days subsequent to issuance of notice in that behalf.
- In case of failure to resolve the disputes and differences amicably, the matter shall be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days’ notice in writing to the other party clearly setting out the specific disputes.
- In the event of absence of consensus on a single arbitrator, the dispute shall be referred to an Arbitral Tribunal comprising three arbitrators. One arbitrator shall be nominated by each party, and the said two arbitrators so appointed shall jointly appoint the third Arbitrator who shall be the presiding arbitrator on the Tribunal.
- The provisions of the Indian Arbitration and Conciliation Act, 1996, and subsequent amendment thereto shall govern the arbitration. The venue of the arbitration shall be at Lucknow. The arbitral award shall be binding on both the parties.

Termination of Contract

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

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

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

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

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

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

D. Transitioning & Handholding after termination:

- a) At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must fully cooperate in handing over the all accumulated documentation, customized codes (and its runnable components), business documents, all data (including but not limited to Production environment, DR Environment, Backups etc.) to either BIRD or to incoming System Integrator.
- b) At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must completely & in full provide to BIRD the entire Database of the solution as a "Database Dump" along with data in any other format that shall/may be required for smooth running of system.
- c) At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must ensure to suitably and adequately train BIRD or its designated team for full and effective manning, operating, managing and maintenance of the software.
- d) At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency must completely & in full provide absolute transition to the incoming System Integrator that shall/may be required for smooth running of system.
- e) At the time of exit, either at the end of contract or upon termination, whichever is earlier, Agency, is expected to provide a shadow transition of at least 3 months for handover / handholding. Shadow transition starts after the knowledge transfer is completed. During this period, incoming team executes all the tasks under the supervision of outgoing team. Shadow transition time period shall start after completion of transition process and its sign off from BIRD management.

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

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

Supplier _____

Customer _____

By: _____

By _____

(Signature)

(Signature)

Name: _____

Name: _____

(Type of print)

(Type of print)

Title: _____

Title: _____

Date: _____

Date: _____

Witness

By: _____

By _____

(Signature)

(Signature)

Name: _____

Name: _____

(Type of print)

(Type of print)

Title: _____

Title: _____

Date: _____

Date: _____

Annexure V

Proforma for Bank Account Details/Electronic Payment

Details of Bank Account to be furnished by the agencies for effecting payment through ECS (e- payment)]

Name and Address of the bidder / agency with phone nos and email ID

.....
.....
.....

Bank Account details

Sr. No.	Particulars	Details
1	Name of the account holder (as appearing in the Bank account)	
2	Account Number	
3	IFSC Code	
4	Type of account (Current / Savings)	
5	Name of the Branch	
6	Name of the Bank	
7	PAN Number	
8	GST Identification Number	
9	Mobile No.	
10	Email ID	

EMD DEPOSIT DETAILS THROUGH DD/NEFT / RTGS		
A	DEPOSIT AMOUNT (RS.)	
B	UTR NO./DD NO.	
C	DEPOSIT/DD DATE	

Signature with Seal

Encls.:- Please enclose following documents along with this sheet

1. One cancelled cheque leaf
2. Copy of PAN and Aadhar Card
3. Copy of GST Identification Number

Annexure VI

Letter of Authorization

(On Bidder's Letter Head)

Date: dd/MM/yyyy

To

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Kanpur Road, Lucknow - 226012

Dear Sir

Design, Development and Maintenance of BIRD Lucknow's Website

We _____ (Name of the Company) have submitted our bid for participating in BIRD's RFP dated _____ for Design, Development and Maintenance of their website. We also confirm having read and understood the terms and conditions of the RFP as well as the scope of work and requirements.

As per the terms and conditions of RFP, we nominate Mr./Ms. _____ designated as _____ of our company to participate in the bidding process. BIRD shall contact the above named official for any and all matters relating to the bidding process.

We, hereby, confirm that we will honour the bids placed by Mr./Ms. _____ on behalf of the company in the bidding process. We agree and understand that BIRD may debar us from participating in future RFP/bids for failure of any kind on our part.

Signature with company seal Name: Company/Organisation:	Name of Authorized Representative:
Designation within company/ Organisation:	Designation of Authorized Representative:
Address of company/ organisation:	Signature of Authorized Representative:
	Verified by:

Annexure VII
Application Form

(On Bidder's Letter Head)

Date: dd/MM/yyyy

To

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Kanpur Road, Lucknow - 226012

Dear Sir

Design, Development and Maintenance of BIRD Lucknow's Website

We have gone through the Request for Proposal (RFP) dated 30 September 2020 and the details posted on the BIRD's website. We hereby submit our application for design, development and maintenance of BIRD Lucknow's website as per the terms and conditions specified in the RFP and to abide by the terms and conditions specified therein.

While submitting this Application, we certify that the information/data/particulars furnished in our application are factually correct.

If our Application is accepted, we undertake to start the work as per the job assigned by BIRD.

We understand that BIRD reserves the right to accept or reject any or all applications at any time without assigning any reasons.

We have not been blacklisted by BIRD or any other organization where we have worked. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any point of time, if our company/firm/and/or any of its partner/director is blacklisted by any organization, BIRD shall have the right to terminate the contract with us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials] Name of Company/Firm:

Address:

(Please affix rubber stamp of your company)

Annexure-VIII

Declaration for Relation in BIRD

(To be typed and submitted on the Letterhead of the Company/Firm of Bidder, failing which the offer of Bidder is liable to be summarily rejected)

To

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Kanpur Road, Lucknow – 226012

Dear Sir,

Sub: Declaration for relation in BIRD

Ref: RFP No._____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in BIRD.

Tick(✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BIRD

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in BIRD and their particulars are as below:

- (i)
- (ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If it comes to the knowledge of BIRD later that the information furnished by the Bidder is false, BIRD reserves the right to take suitable action against the Bidder.

Annexure IX

Manufacturer's Authorization Form (MAF)

(To be filled for software application/hardware/system software/RDBMS/any other suits, whatsoever applicable separately)

No. _____

Dated _____

The Director
BIRD
Sector-H, LDA Colony,
Kanpur Road,
Lucknow - 226012

Sir,

We _____ who are established and reputed manufacturer of _____ having organization at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their proposals/Bid, negotiate and conclude the contract with you against the above proposal.

We hereby extend our full guarantee and warranty as per terms and conditions of the RFP and the contract for Hardware/Software (any other suits, please mention, if applicable) supply, installation, commissioning, services and support offered against this RFP by the above firm.

Yours faithfully,

(Name)

For and on behalf of

M/s (Name of the manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer(s) and should be signed by a competent person representing the manufacturer.

Annexure X
Non-Blacklisting Declaration *(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/RFP 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/RFP 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 XI

Proforma of Certificate from Institutions where Bidder has implemented Solution

Ref No: _____ Date:--/- -/2020

The Director
BIRD
Sector-H, LDA Colony,
Kanpur Road,
Lucknow - 226012

Dear Sir,

Subject: Supply, Installation and Maintenance of the solution by M/s _____

We hereby confirm that M/s _____ has deployed solution (name of the solution), between the period of ___mm/yy_____ and ___mm/yy___ for _____(no. of users) users. The brief of Scope of Work of the Solution is given below:

The system is functioning satisfactorily and the services provided by the bidder is Excellent/Good/Satisfactory as on date.

Place: _____ Signature of Client Institution: _____
Date: _____ Name of Signatory: _____

**Annexure XII
Document Checklist**

Note: The bidder's representative should bring Letter of Authorization (*Annexure VI*) at the time of bid submission and opening.

Envelope No.1 shall contain:

- a) Covering letter declaring the offer to be unconditional, confirming its validity for 90 days and a list of all the documents submitting along with the Bid
- b) Application form (*Annexure VII*)
- c) Format for submitting Technical Bid (*Annexure I*)
- d) Registration Certificate, Articles of Association and Memorandum of Association of Company/Firm
- e) Experience Certificate
- f) Annual Turnover for last 03 years (2017, 2018, 2019).
- g) Qualification and experience of key professional staff and details of associate/s likely to be involved in executing this assignment
- h) Self-attested copy of Contract /Work order/Completion Certificate indicating the details of previous assignment, client, etc duly self-certified and the client's certificate as per *Annexure XI*
- i) An undertaking that firm/organization is not blacklisted (*Annexure X*)
- j) Non-disclosure certificate
- k) Copy of PAN, Service Tax Registration & GST Number
- l) Documentary evidence of deposit in the form of UTR / Receipt Voucher is to be enclosed along with the duly filled, signed & complete RFP document in all respects. RFP without EMD shall be rejected.
- m) Bank account details (*Annexure V*)
- n) Declaration for Relation in BIRD (*Annexure VIII*)
- o) Manufacturer's Authorization Form (*Annexure IX*)
- p) Bidder *must* sign & stamp every page of the RFP, duly filled in prequalification documents & documentary evidence submitted in support.
- q) Signed and stamped copy of Pre-bid clarifications, if any.

Envelope No. 2 shall contain:

Format for submitting Commercial Bid (*Annexure – II*)